

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eimco Water Technologies, LLC		04/01/2009	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	GLV Finance Hungary Kft., acting through its Luxembourg branch		
Street Address:	6 Parc d'Activites Syrdall		
City:	L-5365 Munsbach		
State/Country:	LUXEMBOURG		
Postal Code:	L-5365		
Entity Type:	CORPORATION: HUNGARY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2425707	HYDRO BOSKER	
CORRESPONDENCE DATA			
Fax Number:	(801)931-3151		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	801-931-3151		
Email:	loretta.bogaard@glv.com		
Correspondent Name:	Ovivo USA, LLC		
Address Line 1:	4255 Lake Park Blvd		
Address Line 2:	Suite 100		
Address Line 4:	Salt Lake City, UTAH 84120		
ATTORNEY DOCKET NUMBER:	288-00178-US		
DOMESTIC REPRESENTATIVE			
Name:	Ovivo USA, LLC		
Address Line 1:	4255 Lake Park Blvd.		

OP \$40.00 2425707

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Address Line 2: Suite 100
Address Line 4: Salt Lake City, UTAH 84120

NAME OF SUBMITTER:	Loretta Bogaard
Signature:	/loretta.bogaard/
Date:	12/13/2010

Total Attachments: 8
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") entered into as of this 1st day of April, 2009 (the "Effective Date"), by and among GLV FINANCE HUNGARY KFT., acting through its Luxembourg Branch located at 6 Parc d'Activités Syrdall, L-5365 Munsbach, Luxembourg (the "Purchaser"); and EIMCO WATER TECHNOLOGIES, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having its registered office located at 2711 Centerville Road, suite 400, Wilmington, New Castle, Delaware 19808 and its principal office located at 4255 Lake Park Blvd, Suite 100, Salt Lake City, Utah, 84120 (the "Seller").

RECITALS:

WHEAREAS the Seller desires to sell to the Purchaser the Intellectual Property (as defined hereinafter) connected to its business (the "Business") and the Purchaser desires to acquire such Intellectual Property pursuant to the terms of this Agreement.

DEFINITIONS:

1. "Know-How" shall be defined as any and all technology, knowledge and experience with respect to the business of the development, manufacture, processing, distribution and/or sale of a product or service connected to the Business including but not limited to all improvements, information relating to production or other processes, exclusive user rights, technical expertise, research data, drawing patterns, designs, formulae, specifications, inventions, improvements, quality standards, safety and environmental standards and technical advice related thereto.
2. "Intellectual Property" shall be defined as any and all rights, title and interest in and to any and all ideas, discoveries, inventions, creations and works including the Intellectual Property listed in Exhibit A attached hereto and, without limitation, current and future, patents, trademarks, copyrights, Know-How, domain names, website content, including applications for any of the foregoing, as well as design rights, confidential information, trade secrets, trade names and any other similar intellectual property rights connected to, or derived from, the Business, but excluding the Goodwill.
3. "Goodwill" means the goodwill of the Business together with the exclusive right of the Seller to represent itself as carrying on the Business.

AGREEMENT:

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. AGREEMENT TO SELL AND PURCHASE THE INTELLECTUAL PROPERTY

The Seller hereby agrees to sell, assign, transfer and deliver to the Purchaser, in each case by such bills of sale, conveyances, assignments and other instruments as may reasonably be requested by the Purchaser, and the Purchaser hereby agrees to purchase and receive from the Seller, the Intellectual Property. Except as otherwise expressly set forth in this Agreement, the Seller is selling, and the Purchaser is purchasing the Intellectual Property, without warranty, and in its current "as is" condition.

2. PURCHASE PRICE FOR INTELLECTUAL PROPERTY

In consideration for the purchase of the Intellectual Property, the Purchaser shall hereby pay to Seller the sum of ~~eleven million six hundred fifty five thousand US dollars (\$11,655,000 US)~~, concurrently with the execution of this Agreement, by the issuance of a promissory note to be granted by the Purchaser to the Seller.

3. TAXES AND EXPENSES

3.1 Taxes. The Seller and the Purchaser shall each pay any and all of its respective sales, transfer and documentary taxes and recording and filing fees, if any, payable in connection with the sale, transfer and delivery to the Purchaser of the Intellectual Property that are directly assessed to the Seller or the Purchaser, as the case may be.

3.2 Expenses. Except as otherwise specifically set forth in this Agreement, the Seller and the Purchaser shall each bear its own expenses which it incurs in connection with the execution and performance of this Agreement.

4. MISCELLANEOUS

4.1 Notices. Any and all notices, demands or other communications under or with respect to this Agreement shall be in writing and served or made by delivering the same in person or by mailing the same post-paid, by registered or certified mail to the person to whom such notice, demand or other communication is directed, addressed to the parties hereto at the following addresses, or such other address for a party as may be designated by notice pursuant hereto:

If to the Seller, to:
Jim Porteous
2404 Rutland Drive
Austin, TX
78758 USA

If to Purchaser, to:
Olivier Dorier
6 Parc d'Activités Syrdall
L-5365 Munsbach
Luxembourg

4.2 Further Assurances. The Seller at the request of the Purchaser and without additional consideration shall execute and deliver or shall cause to be executed and delivered from time to time such further instruments of conveyance and transfer and shall take such other actions as the Purchaser may require to convey and deliver the Intellectual Property to the Purchaser and to perfect the Purchaser's title thereto.

4.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of New York, without any consideration of its rules governing conflicts of law.

4.5 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

4.6 Amendment. This Agreement may not be amended or modified in any respect except by a writing executed by the parties hereto.

4.7 Waiver. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent defaults of the same of other provisions of this Agreement.

4.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

4.9 Severability. In the event any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provisions of this Agreement.

4.10 Headings. The descriptive headings of the several Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

4.11 Assignment. This Agreement shall not be assigned by either party without prior written approval by a duly authorized officer of the other party; which shall not be unreasonably withheld.

IN WITNESS WHEREOF each of the parties hereto has executed this Agreement as of the Effective Date.

PURCHASER:

GLV Finance Hungary KFT., acting through
its Luxembourg Branch

By: 
Name: Oliver Dorier
Its: Branch Manager

SELLER:

Eimco Water Technologies, LLC

By: _____
Name: Marc Barbeau
Its: Treasurer

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By: _____
Name: Oliver Dorier
Its: Branch Manager

SELLER:

Eimco Water Technologies, LLC

By: _____
Name: Marc Barbeau
Its: Treasurer

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EXHIBIT A

Patent Invention Title	Country	GLV Ref. No.	Sub Case	Patent No.	Application Status	Exp. Date
Sewage Treatment Process	US	284-34227		6,743,362	Granted	17-jun-2022
Sewage Treatment Process with Phosphorus Removal	US	284-34228		6,712,970	Granted	30-dec-2022
Underdrain Filtration System with Stamped Perforations	US	284-34229		6,569,328	Granted	02-nov-2020
Underdrain Filtration System with Stamped Perforations	US	284-34229	DIV	6,691,413	Granted	28-jun-2022
Clarifier with Influent Well Scum Removal	US	284-34230		6,068,134	Granted	19-janv-2019
Clarifier with Influent Well Scum Removal	US	284-34230	CON	6,274,044	Granted	30-mai-2020
Clarifier with Influent Well Scum Removal	US	284-34230	DIV	6,454,104	Granted	23-mai-2021
Underdrain Unit for Granular Filtration System	US	284-34231		6,090,284	Granted	13-oct-2016
Pre-Thickened Aerobic Digester System	US	284-34232		5,972,220	Granted	03-jun-2016
Hydraulic Differential Clarifier	US	284-34233		5,830,356	Granted	20-nov-2016
Multi-Eductor System	US	284-34234		5,779,890	Granted	13-nov-2016
Tank Cover Structure with Aeration Distribution	US	284-34235		5,545,358	Granted	20-avr-2015
Clarifier Drive for Waste Water Treatment System	US	284-34236		5,264,126	Granted	14-sept-2012
Sludge Filtering Device and Gird System	US	284-34237		5,240,609	Granted	04-nov-2011
Versatile Pre-thickened Aerobic Digester System (Improved PADG)	US	284-34239		7,169,306	Granted	18-janv-2025
Energy Efficient Wastewater Treatment for Nitrogen and Phosphorus Removal (4-Stage Nitrogen Removal)	US	284-34240		7,172,699	Granted	20-mai-2025
Wastewater Treatment System with Membrane Separators and Provision for Storm Flow Conditions (Storm Masters MER)	CA	284-34241		2,567,435	Pending	
Wastewater Treatment System with Membrane Separators and Provision for Storm Flow Conditions (Storm Masters MBR)	US	284-34241		7,147,777	Granted	09-mai-2025
Solids Breakup in Sewage Treatment Facility (Turd Buster)	CA	284-34242		2,554,543	Pending	
Solids Breakup in Sewage Treatment Facility (Turd Buster)	US	284-34242		11,193,056	Pending	
Efficient MBR Operation in Wastewater Treatment (MBR Relax Process)	EP	284-34243		06,827,028.9	Pending	
Efficient MBR Operation in Wastewater Treatment (MBR Relax Process)	US	284-34243	CIP	12,784,480	Pending	
Cleaning System for Flat-Plate Membrane Cartridges	US	284-34248		12,156,671	Pending	
Trademark Name	Country	GLV Ref. No.	Reg. No./Appl. No.	Registration Date	Trademark Status	
AIRBEAM	US	288-00198-US			Used	
BIOMAX	US	288-00197-US			Used	
EBNR	US	288-00187-US			Used	
ECO BLOX	US	288-30259-US			Unfiled	
ENVIROQUIP	US	288-00190-US	2695668	11-mars-2003	Registered	
ENVIROQUIP INC.	US	288-00199-US	1215667	09-nov-1982	Registered	
EQLOGIX	US	288-30241-US			Unfiled	
EquipTech	US	288-30244-US			Unfiled	
JACKBOLT	US	288-30245-US			Used	
M-PAC	US	288-00192-US	2882445	07-sept-2004	Registered	
PAD	US	288-00194-US	77672039		Pending	
PATH	US	288-00189-US			Used	
SCUMTRAPPR	US	288-00195-US	2572493	28-mai-2002	Registered	
SLUDGEVIEWR	US	288-00193-US	2671762	07-janv-2003	Registered	
TRANSMAX	US	288-00186-US	2158381	19-mai-1998	Registered	
UNR	US	288-00188-US	3117585	18-jul-2006	Registered	

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Patent Invention Title	Country	GLV Ref. No.	Sub Case	Patent No.	Application Status	Exp. Date
Screening Panels	US	284-00354-US		5 407 563	Granted	18-nov-2012
Retractable Traversing Trash Rake and Method for Cleaning Weedscreen	Canada	284-00355-CA		2 186 631	Granted	26-sept-2016
Retractable Traversing Trash Rake and Method for Cleaning Weedscreen	US	284-00355-US		5 718 771	Granted	29-sept-2015
Trademark Name	Country	GLV Ref. No.	Reg. No./Appl. No.	Registration Date	Trademark Status	
Brackett Bosker	US	288-00175	1914077	22-Aug-95	Registered	
Brackett Green	Canada	288-00174	TMA496899	2-Jul-96	Registered	
Brackett Green	Europe	288-00174	E568988	2-Feb-99	Registered	
Brackett Green	United Kingdom	288-00174	2139250	20-Mar-98	Registered	
Brackett Green	US	288-00174	1953551	30-Jan-96	Registered	
Brackett Green	India	288-00174	1441732		Pending	
Brackett	United Kingdom	288-00165	2138255	7-Aug-98	Registered	
CF 100	United Kingdom	288-00176	2375480	14-Dec-01	Registered	
CF 100	US	288-00176	2789319	2-Dec-03	Registered	
CF200	Europe	288-00177	E690206	8-Jun-96	Registered	
CF200	United Kingdom	288-00177	2145397	13-Mar-98	Registered	
CF200	US	288-00177	2381740	29-Aug-00	Registered	
MAGERACER	US	288-00179			Used	
PROPAPANEL	Europe	288-00184	E690222	14-Apr-99	Registered	
PROPAPANEL	United Kingdom	288-00184	2146399	24-Apr-98	Registered	
PROPAPANEL	US	288-00184	2373371	1-Aug-00	Registered	
S.I.M.P.L.E.	Canada	288-00180	TMA554501	26-Nov-01	Registered	
S.I.M.P.L.E.	US	288-00180	2438283	27-May-01	Registered	
SENPAC	United Kingdom	288-00185	1417955	27-Sep-81	Registered	
SEWAGE BOSKER	US	288-00161	3 051 371	24-Jan-06	Registered	
TUNNEL BOSKER	US	288-00162	3 060 598	21-Feb-06	Registered	