

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Energy Recovery, Inc.		06/20/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	HSBC Bank, USA, National Association
Street Address:	601 Montgomery Street, Suite 1090
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3075798	ERI
Registration Number:	3125056	PRESSURE EXCHANGER
Registration Number:	3156183	PX PRESSURE EXCHANGER
Registration Number:	3173098	PX
Registration Number:	3349881	MAKING DESALINATION AFFORDABLE
Registration Number:	3503984	ERI
Registration Number:	3053713	ERI ENERGY RECOVERY INC.
Serial Number:	85574992	ENERBOOST
Serial Number:	85574998	ENERBOLD
Serial Number:	85578041	ENERTORQUE

CORRESPONDENCE DATA

Fax Number: 4156932222
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 4156932440
Email: crhem@cooley.com
Correspondent Name: Cooley LLP
Address Line 1: 101 California Street, 5th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	270963-1201 ERI
NAME OF SUBMITTER:	C. Rhem
Signature:	/CR/
Date:	06/21/2012

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 20, 2012 by and between **HSBC BANK, USA, NATIONAL ASSOCIATION**, a national banking association ("Bank") and **ENERGY RECOVERY, INC.**, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement, dated as of June 5, 2012 (as the same may from time to time be amended, modified or supplemented in accordance with its terms, the "Loan Agreement") between Grantor and Bank. Bank is willing to make the Loans and other financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Security Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the "Intellectual Property Collateral").

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

California law governs this Agreement without regard to principles of conflicts of law.

This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Energy Recovery, Inc.
1717 Doolittle Drive
San Leandro, CA 94577
Attn: Alex Buehler
Fax: (510) 746-2677
Email: abuehler@energyrecovery.com

ENERGY RECOVERY, INC.

By: 

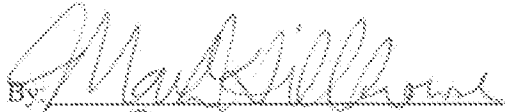
Title: Chief Financial Officer

BANK:

Address of Bank:

HSBC Bank USA, National Association
601 Montgomery Street, Suite 1090
San Francisco, CA 94111, USA
Attn: Mark S. Hillhouse
Fax: (415) 678-3054
Email: mark.s.hillhouse@us.hsbc.com

HSBC BANK, USA, NATIONAL
ASSOCIATION

By: 

Title: VP

EXHIBIT A

Copyrights

Energy Recovery, Inc.

<u>Title</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

Patents

Energy Recovery, Inc.

Issued Patents:

ITEM #	OWNER	PATENT NUMBER	DESCRIPTION
1.	Energy Recovery, Inc.	12/407,649 (8075281)	Rotary Pressure Transfer Device
2.	Energy Recovery, Inc.	09/833,252 (6540487)	Pressure Exchanger With An Anti-Cavitation Pressure Relief System in the End Covers
3.	Energy Recovery, Inc.	12/754,013 (7997853)	Rotary Pressure Transfer Device with Improved Flow
4.	Energy Recovery, Inc.	08/849,092 (5988993)	Pressure Exchanger Having A Rotor with Automatic Axial Alignment
5.	Energy Recovery, Inc.	12/268,225 (7871522)	Hybrid RO/PRO System
6.	Energy Recovery, Inc.	09/508,694 (6659731)	Pressure Exchanger
7.	Energy Recovery, Inc.	09/273,074 (6139740)	Apparatus for Improving Efficiency of a Reverse Osmosis System
8.	Energy Recovery, Inc.	09/048,640 (6036435)	Thrust Bearing
9.	Energy Recovery, Inc.	09/048,623 (5951169)	Thrust Bearing

Applications:

ITEM #	OWNER	PATENT NUMBER	DESCRIPTION
1.	Energy Recovery, Inc.	13/450,794	Pressure Exchange Noise Reduction
2.	Energy Recovery, Inc.	13/335,102	Debris Resistant Thrust Bearing Assembly For High Speed Hydraulic Centrifugal Turbines And Pumps
3.	Energy Recovery, Inc.	13/237,659	Efficient Methods for Operation with High Pressure Liquids
4.	Energy Recovery, Inc.	12/237,275 (RE42,432)	Rotary Pressure Exchanger

EXHIBIT C

Trademarks

Energy Recovery, Inc.

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Energy Recovery, Inc.	3075798	ERI
Energy Recovery, Inc.	3125056	PRESSURE EXCHANGER
Energy Recovery, Inc.	3156183	PX PRESSURE EXCHANGER
Energy Recovery, Inc.	3173098	PX
Energy Recovery, Inc.	3349881	MAKING DESALINATION AFFORDABLE
Energy Recovery, Inc.	3503984	ERI
Energy Recovery, Inc.	3053713	ERI ENERGY RECOVERY, INC.

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Energy Recovery, Inc.	(85574992)	ENERBOOST
Energy Recovery, Inc.	(85574998)	ENERBOLD
Energy Recovery, Inc.	(85578041)	ENERTORQUE