

## 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
Global Process Technologies, Inc.		12/28/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Water Services, Inc.		
Street Address:	12270 43rd Street NE		
City:	St. Michael,		
State/Country:	MINNESOTA		
Postal Code:	55376		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3450647	VOXOUT	
Registration Number:	3723699	PHYTOUT	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	10644-30		
NAME OF SUBMITTER:	Laura Konrath		
Signature:	/Laura Konrath/		

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TRADEMARK

Date:

01/09/2013

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This assignment (this "Trademark Assignment") is made this 28th day of December, 2012, by and between U.S. Water Services, Inc., a Minnesota corporation, having its principal place of business at 12270 43rd Street NE, St. Michael, MN 55376 (hereinafter "Assignee"), and Global Process Technologies, Inc., a Delaware corporation, having its principal place of business at 12270 43rd Street NE, St. Michael, MN 55376 (hereinafter "Assignor").

WHEREAS, pursuant to the Agreement and Plan of Merger dated as of the date hereof by and between Assignor and Assignee, Assignor agrees to assign, transfer and convey all of its right, title and interest in and to the Marks (as defined below) to Assignee;

WHEREAS, Assignor owns and is using in the United States the trademarks identified on the Schedule A attached hereto (collectively, hereinafter the "Marks"); and

WHEREAS, Assignee is desirous of acquiring the Marks and all rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal trademark and service mark registrations and applications identified on Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all rights, title and interest in and to the Marks, all common-law rights, all federal registrations and applications identified on Schedule A, together with the goodwill of the business associated therewith.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignor agrees that at any time and from time to time after the date hereof, at the request of Assignee and without further consideration, Assignor shall execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm Assignee's right, title and interest in and to the Marks.

Nothing in this assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, other than the parties to this assignment, any rights, remedies, obligations or liabilities.


This assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the date first set forth above.

**GLOBAL PROCESS TECHNOLOGIES,  
INC.**

By: 

Name: Patrick O'Keefe

Title: Vice President

Acknowledged and Agreed:

**U.S. WATER SERVICES, INC.**

By: 

Name: Patrick O'Keefe

Title: Vice President

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*[Signature Page to Trademark Assignment Agreement]*