

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
ADVENTUS INTELLECTUAL PROPERTY INC.		11/18/2011	CORPORATION: CANADA

RECEIVING PARTY DATA	
Name:	FMC CORPORATION
Street Address:	1735 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	3770702	AQUAMEND
Registration Number:	3490387	GREENGREENS
Registration Number:	3351925	EHC
Registration Number:	2103684	DARAMEND

CORRESPONDENCE DATA	
Fax Number:	2158325347
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	215.569.5347
Email:	williams-k@blankrome.com
Correspondent Name:	Zachary A. Aria, Esquire
Address Line 1:	130 N. 18th Street
Address Line 2:	One Logan Square
Address Line 4:	Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	FMC CORPORATION
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CH \$115.00 3770702

NAME OF SUBMITTER:	Zachary A. Aria
Signature:	/Zachary A. Aria/
Date:	02/15/2013
Total Attachments: 12 source=Assignment - ADVENTUS INT. PROP to FMC CORPORATION#page1.tif source=Assignment - ADVENTUS INT. PROP to FMC CORPORATION#page2.tif source=Assignment - ADVENTUS INT. PROP to FMC CORPORATION#page3.tif source=Assignment - ADVENTUS INT. PROP to FMC CORPORATION#page4.tif source=Assignment - ADVENTUS INT. PROP to FMC CORPORATION#page5.tif source=Assignment - ADVENTUS INT. PROP to FMC CORPORATION#page6.tif source=Assignment - ADVENTUS INT. PROP to FMC CORPORATION#page7.tif source=Assignment - ADVENTUS INT. PROP to FMC CORPORATION#page8.tif source=Assignment - ADVENTUS INT. PROP to FMC CORPORATION#page9.tif source=Assignment - ADVENTUS INT. PROP to FMC CORPORATION#page10.tif source=Assignment - ADVENTUS INT. PROP to FMC CORPORATION#page11.tif source=Assignment - ADVENTUS INT. PROP to FMC CORPORATION#page12.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), is made and entered into effective from the 18th day of November, 2011 (the "Effective Date"), by and between Adventus Intellectual Property Inc., a corporation organized under the laws of Canada ("Assignor"), and FMC Corporation, a corporation organized under the laws of the State of Delaware ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, pursuant to the terms and conditions set forth in Section 3.3(h) of the Purchase Agreement, Assignor was formed on November 11, 2011 in connection with the amalgamation of Adventus Intellectual Property Inc., a predecessor of Assignor ("AIP"), and EnviroMetal Technologies Inc., also a predecessor of Assignor ("ETI"), pursuant to the relevant provisions of the Canada Business Corporations Act;

WHEREAS, Assignee, ETI, AIP, Adventus Americas, Inc. ("AAI") and Adventus Europe GmbH ("Adventus Europe") entered into the Asset Purchase Agreement (the "Purchase Agreement") on November 3, 2011;

WHEREAS, that certain Joinder Agreement, dated November 16, 2011, by and among Assignor, Assignee, AAI, and Adventus Europe, Assignor became a party to the Purchase Agreement and assumed all of the rights and obligations of each of AIP and ETI thereunder;

WHEREAS, the execution and delivery of this Agreement is required pursuant to the terms and conditions of the Purchase Agreement; and

WHEREAS, Assignor desires sell, assign, convey, transfer and deliver to Assignee, and Assignee desires to assume from Assignor, all of Assignor's right, title and interest in and to the Intellectual Property Assets other than the Retained Patents.

NOW, THEREFORE, in consideration of the foregoing recitals, the representations, warranties and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions.

"Intellectual Property" means on a worldwide basis (i) all patents, patent applications, patent disclosures and all related re-issuances, continuations, continuations-in-part, renewals, substitutions, refiles, divisions, revisions, extensions, reexaminations and counterparts thereof, all industrial designs, industrial models and utility models, certificates of invention, industrial designs, and plant patents and design patents, as well as the rights to file for, and to claim priority to, any such patent rights; (ii) all registered and unregistered trademarks, service marks, domain names, trade dress and product configurations, logos, trade names, together with all translations, adaptations, modifications, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations, renewals and extensions in connection therewith; (iii) all registered and unregistered copyrights in both published and unpublished works and all Moral Rights, and all applications, registrations, renewals and

extensions in connection therewith, together with all translations, adaptations, modifications, derivations, combinations and derivative works thereof; (iv) all internet domain names and registration rights, uniform resource locators, internet or worldwide web sites or protocol addresses, and all related content and programming, and related security passwords or codes; (v) all inventions, developments, discoveries and concepts (whether or not patentable and whether or not reduced to practice), all methods and/or materials, technical information, technologies, systems, processes, procedures, know-how, data, trade secrets (as such are determined under applicable Law), samples, inventions (whether patentable or unpatentable), compositions, devices, molecules, genetically engineered organisms, formulae, illustrations, works of authorship, compilations, programs, schematics, designs, drawings, technical plans, prototypes, production and manufacturing processes and techniques, research, development activities and plans, specifications, computer programs, object and source code, databases, passwords, log on identifiers, algorithms and mask works; (vi) all other proprietary rights relating to any of the foregoing; (vii) all of the foregoing contained or embodied in or with respect to any Software; (viii) all copies and tangible embodiments thereof (in whatever form or medium); and (ix) and the right to sue and recover for past, present or future infringements, misappropriations, dilution, unauthorized use or disclosure, or other conflict with any of the foregoing intellectual property.

“Intellectual Property Assets” means any and all Intellectual Property that is owned or used by or in connection with the Business, or that is otherwise material to the operation of the Business as currently conducted or as currently contemplated, including: (a) all Intellectual Property that is owned or co-owned by Assignor, (b) the Licensed Intellectual Property, (c) and the Intellectual Property to which Assignor otherwise possess a right to use, (d) the Intellectual Property Assets listed in Section 2.1(f) of the Disclosure Schedule to the Purchase Agreement, and attached hereto as EXHIBIT A, (e) all goodwill associated with the any of the above assets, (f) all rights of the Sellers to any of the above assets, (g) all remedies against past, present, and future infringement or misappropriation of any of the above assets, including all income, royalties and damages related to any of the foregoing, and (h) rights to protection of past, present, and future interests in any of the above assets under the Laws of all jurisdictions.

“Intellectual Property Right(s)” shall mean any and all worldwide rights existing now or in the future under patent law, trademark law, copyright law, industrial rights design law, semiconductor chip and mask work protection law, Moral Rights law, trade secret law and any and all Intellectual Property, however denominated and regardless of the country in the world or other jurisdiction under whose laws such rights are created and recognized.

“Moral Rights” shall mean any rights of paternity or integrity, and rights of restraint, any right to claim authorship of any Intellectual Property, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any Intellectual Property, whether or not such would be prejudicial to honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world or other jurisdiction, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a moral right.

2. Assignment.

(a) Intellectual Property. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby forever sells, assigns, transfers, releases and conveys, exclusively, irrevocable and unconditionally, to the Assignee, and its successors and assigns, the entire right, title and interest in and to the Intellectual Property Assets, including any Intellectual Property Rights therein. In reliance upon Assignor's warranties and representations concerning the Intellectual Property Assets, Assignee accepts from Assignor the Assignor's entire right, title and interest in and to the Intellectual Property Assets, including any Intellectual Property Rights therein.

(b) Moral Rights Waiver. Assignor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Intellectual Property Assets which Assignor may now have or which may accrue to Assignor's benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable Law now in force or hereafter enacted.

(c) Preservation. Assignor agrees not to assign, transfer, impair, harm or affect any right in or to the Intellectual Property Assets, except as otherwise contemplated by this Agreement.

3. Delivery. Assignor agrees that, upon execution of this Agreement, it will deliver all tangible embodiments of the Intellectual Property Assets, including all legal files, to Assignee at a location designated by Assignee. Each item of media containing an embodiment of the Intellectual Property Assets shall be clearly marked with an appropriate descriptive legend and provided with an annexed written list of all embodiments of the Intellectual Property Assets.

4. Warranties. Assignor represents and warrants to Assignee that:

(a) Ownership; No Claims. Assignor is the sole owner and/or author of, and Assignor owns and can grant exclusive right, title and interest in and to, the Intellectual Property Assets. No part of the Intellectual Property Assets is subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third person, or any other rights that might interfere with Assignee's use or exercise of ownership of the Intellectual Property Assets. Assignor has secured from its employees the assignment of any rights to any Intellectual Property Asset, and, in the event Assignor has utilized any Assignor subcontractor to author or develop any Intellectual Property Asset, Assignor has entered into such agreements with such third party, and has taken such other steps as are required to secure for Assignee the aforementioned rights called for in this Agreement.

(b) Non-Infringement. To the Assignee's present knowledge and belief, the Intellectual Property Assets have not, do not and will not violate, infringe or misappropriate any copyright, patent, trademark, trade name or other intellectual property right of a third person or misappropriate any trade secret right of a third person. No Transfer. Other than to Assignee pursuant to this Agreement, there has been no sale, license, assignment, conveyance or other transfer from Assignor or any Assignor subcontractor to any other person of any Intellectual Property Rights in and to the Intellectual Property Assets.

(d) Authority. Assignor has the power and authority to enter into this Agreement and perform its obligations under this Agreement.

5. Assignor Obligations

(a) Assistance. Upon the request of Assignee or any of its successors or assigns at any time and without further compensation of any kind, Assignor agrees to provide, and agrees to cause its employees and any Assignor subcontractor to provide, to Assignee all reasonable assistance to enable Assignee to perfect, for the benefit of Assignee, all right, title and interest in and to the Intellectual Property Assets. Such assistance shall include, but not necessarily be limited to, (i) signing patent, trademark and copyright applications, oaths or declarations, and grants, assignments, and acknowledgments, in favor of Assignee, as well as such ancillary and confirmatory documents as may be required or appropriate, to insure that all right, title and interest in and to the Intellectual Property Assets is clearly and exclusively vested in Assignee, within the United States and any and all foreign countries or other jurisdictions, and (ii) upon the reasonable request of Assignee, furnishing all relevant information and documentation in the possession of Assignor or any Assignor subcontractor and not otherwise reasonably available to Assignee, including information and documentation required by Assignee for submission to the United States Patent and Trademark Office and/or to the United States Copyright Office, and to similar administrative or other Governmental Authorities in any other country in the world or other jurisdiction as requested by Assignee. Upon adequate notice by Assignee, Assignor also shall make available to Assignee, at reasonable times and places for interviewing purposes, any necessary employee or Assignor subcontractor in order that Assignee might obtain information relating to the application for and prosecution of rights in any Intellectual Property Asset.

(b) Assignment of Claims Against Employees and Assignor Subcontractors. To the extent necessary to vest in Assignee the rights in the Intellectual Property Assets as contemplated by this Agreement, Assignor hereby agrees to and does hereby assign to Assignee any cause of action or any rights, arising under agreements or otherwise, that Assignor may have against any of its employees or any Assignor subcontractors, which rights enable or purport to enable Assignor to obtain from its employees or any Assignor subcontractor, ownership, licenses or other Intellectual Property Rights created by such employees or Assignor subcontractor in the course of work performed for or services rendered to Assignor resulting in the Intellectual Property Assets. In addition, Assignor hereby consents to any assignment or other grant or transfer to Assignee by its employees, or any Assignor subcontractor utilized by Assignor, of ownership, licenses, or other interests in any such Intellectual Property Assets.

(c) Non-use. Assignor will not, directly, indirectly or in concert with any other person, use any Intellectual Property Asset, except with the prior express written consent of Assignee.

(d) Taxes. All taxes, duties, withholdings and levies, including, without limitation, assessments, fines, interest and penalties thereon, imposed by any federal, state or local Governmental Authority on or relating to this Agreement or the transactions contemplated hereby shall be assumed and paid by Assignor.

6. General.

(a) Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by or on behalf of each of the Parties hereto.

(b) Non-Waiver. The Parties' respective rights and remedies under this Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver will be effective unless it is in writing and signed by an authorized representative of the waiving Party. No waiver given will be applicable except in the specific instance for which it was given. No notice to or demand on a Party will constitute a waiver of any obligation of such Party or the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

(c) Binding Effect. This Agreement will inure to the benefit of and bind the Parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, may be construed to give any person other than the Parties and their respective successors and permitted assigns any right, remedy, claim, obligation or Liability arising from or related to this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties and their respective successors and permitted assigns.

(d) Severability. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(e) References. The headings of Sections in this Agreement are provided for convenience only and will not affect the construction or interpretation of this Agreement. Reference to a contract, instrument or other document as of a given date means the contract, instrument or other document as amended, supplemented and modified from time to time through such date.

(f) Construction. Each Party participated in the negotiation and drafting of this Agreement. Any ambiguities with respect to any provision of this Agreement will be construed fairly as to all Parties and not in favor of or against any Party. All pronouns and any variation thereof will be construed to refer to such gender and number as the identity of the subject may require. The terms "include" and "including" indicate examples of a predicate word or clause and not a limitation on that word or clause.

(g) Governing Law. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, UNITED STATES OF AMERICA, TO THE EXCLUSION OF BOTH ITS PRINCIPLES AND RULES ON CONFLICTS OF LAWS.

(h) Notices. All notices and other communications required or permitted under this Agreement (i) must be in writing; (ii) will be duly given when delivered (a) personally to the recipient, (b) one (1) Business Day after being sent to the recipient by nationally recognized overnight private carrier (charges prepaid), by facsimile transmission or electronic mail (with confirmation of delivery retained); or (iii) four (4) Business Days after being mailed to the recipient by certified or registered mail (postage prepaid and return receipt requested), and (iii) addressed as follows (as applicable):

If to Assignee:

FMC Corporation
1735 Market Street
Philadelphia, PA 19103
United States of America
Attn: Richard Pasquier
Fax: (215) 299-5998
Email: RICHARD.PASQUIER@fmc.com

With a copy (not constituting notice) to:

Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103-4196
United States of America
Attn: Richard A. Silfen
Fax: (215) 689-4385
Email: rasilfen@duanemorris.com

If to Assignor:

Adventus Intellectual Property Inc.
c/o Scott Clark
Covington Capital
87 Front Street East
Suite 400
Toronto, ON, Canada M5E 1B9
Fax: (416) 365-9822
Email: scott@covingtoncap.com

With a copy (not constituting notice) to:

Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON, Canada, M5J 2T9
Attn: Daniel N. Bloch
Fax: (416) 863-1515
Email: dbloch@airdberlis.com

and to

James Hall
1 Alderton Court
Toronto, ON, Canada M9A 3X7
Email: jameswhall@rogers.com

or to such other respective addresses and/or fax number as each party may designate by written notice given in accordance with the provisions of this Section 7(h).

(i) Consent to Jurisdiction. Each Party hereby (i) agrees to the exclusive jurisdiction of any federal or state court located in Philadelphia, Pennsylvania, with respect to any claim or cause of action arising under or relating to this Agreement; (ii) waives any objection based on *forum non conveniens* and waives any objection to venue of any such suit, action or Proceeding, (iii) waives personal service of any and process upon it, and (iv) consents that all services of process be made by registered or certified mail (postage prepaid, return receipt requested) directed to it at its address stated in Section 7(h) and service so made will be complete when received. Nothing in this Section 7(i) will affect the rights of the Parties to serve legal process in any other manner permitted by Law.

(j) Waiver of Trial by Jury. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(k) Counterparts. This Agreement may be executed by facsimile or electronic (.pdf) delivery of original signatures, and in counterparts, both of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered, including by facsimile or other electronic means, to the other party. No Party may raise (i) the use of a facsimile or email transmission to deliver a signature; or (ii) the fact that any signature, agreement or instrument was signed and subsequently transmitted or communicated through the use of a facsimile or email transmission as a defense to the formation or enforceability of a contract, and each Party forever waives any such defense.

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IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement effective from the Effective Date.

FMC CORPORATION

By: _____

Name: Mark A. Douglas

Title: President, Industrial Chemicals Group

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 004964 FRAME: 0203

ADVENTUS INTELLECTUAL PROPERTY INC.

By: _____

Name: James Hall

Title: President

EXHIBIT A

Intellectual Property Assets

- (1) Composite Material for a Permeable Reactive Barrier
U.S. Patent No. 7,347,647
- (2) Water treatment
U.S. Patent No. 7,329,349
Canadian Application No. 2541247
- (3) Composition and Method for Dehalogenation and Degradation of Halogenated Organic Contaminants
Brazilian Pat. No. P19303902.6
Canadian Pat. No. 2079282
Columbian Pat. No. 26253
Czech Republic Patent No. 287711
Danish Pat. No. 595441
Dutch Pat. No. 595441
French Pat. No. 595441
German Pat. No. 69309845.7
Great Britain Pat. No. 595441
Hungarian Pat. No. 219650
Irish Pat. No. 0595441
Italian Pat. No. 595441
Mexico Pat. No. 186247
Spanish Pat. No. 93250256
Swedish Pat. No. 93250256
U.S. Patent No. 6,083,394

- Venezuela Patent No. 1313/93
- (4) Composition and Method for Degradation of Nitroaromatic Contaminants
Canadian Pat. No. 2212819
Great Britain Pat. No. 809609
France Pat. No. 809609
German Pat. No. 69602085.8
Irish Pat. No. 809609
U.S. Patent No. 5,618,427
- (5) Composition for Dehalogenation and Degradation of Halogenated Organic Contaminants
U.S. Patent No. 5,480,579
- (6) Method for Dehalogenation and Degradation of Halogenated Organic Contaminants
U.S. Patent No. 5,411,664
- (7) Composition for Treating Groundwater Contamination
U.S. Patent No. 7,338,678 B2
-exclusively licensed from CCY Products, Inc. (W.A. Cleary Corp.)
- (8) Ni-Fe Bonded Bimetal Alloy Catalysts
-to be submitted by Adventus and Quebec Metal Powders
- (9) REGISTERED TRADEMARKS
U.S. Reg. No. 3770702 for AQUAMEND
U.S. Reg. No. 3490387 for GREENGREENS
U.S. Reg. No. 3351925 for EHC
U.S. Reg. No. 3051533 for TERRAMEND
U.S. Reg. No. 2103684 for DARAMEND
Can. Reg. No. 497643 for AQUAMEND
Can. Reg. No. 428400 for DARAMEND

Can. Reg. No. 663181 for EHC

Can. Reg. No. 685737 for TERRAMEND

E.U. Reg. No. 7067028 for ADVENTUS

E.U. Reg. No. 3532538 for EHC

AU Reg. No. 977,357 for EHC

AU Reg. No. 1,241,590 for DARAMEND

AU Reg. No. 1,919,020 for ADVENTUS

(10) Domain Names

Adventus.asia

Adventus.ca

Adventus.com.co

Adventus.eu

Adventus.mx

Adventus.us

Adventusgroup.co

Adventusgroup.com

Adventusgroup.com.co

Adventusgroup.com.mx