

9/27/2016

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399443

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KX Technologies LLC	CONNECTICUT	09/19/2016	Limited Liability Company: CONNECTICUT <del>Corporation: CONNECTICUT</del>
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EcoWater Systems LLC		
<b>Street Address:</b>	1890 Woodlane Drive		
<b>City:</b>	Woodbury		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55125		
<b>Entity Type:</b>	Limited Liability Company: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4809128	WATER SOLVED	
<b>Registration Number:</b>	4838124	WATER SOLVED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2037875818		
<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>			
<b>Phone:</b>	203-787-0595		
<b>Email:</b>	delpet@delpet.com		
<b>Correspondent Name:</b>	DeLlo, Peterson & Curcio, LLC		
<b>Address Line 1:</b>	700 State Street		
<b>Address Line 2:</b>	Suite 402		
<b>Address Line 4:</b>	New Haven, CONNECTICUT 06511		
<b>ATTORNEY DOCKET NUMBER:</b>	KXIN400037000, 420037000		
<b>NAME OF SUBMITTER:</b>	Robert Curcio		
<b>SIGNATURE:</b>	/Robert Curcio/		
<b>DATE SIGNED:</b>	09/22/2016		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** made and entered into as of the date of the last signature herein (the "Effective Date") by KX Technologies LLC, a Delaware limited liability company, having a principal place of business at 55 Railroad Avenue, West Haven, Connecticut USA 06516, together with its successors and/or assigns (hereinafter "KXT" or "ASSIGNOR"), and EcoWater Systems, LLC, having a principal place of business at 1890 Woodlane Drive, Woodbury, Minnesota 55125, together with its successors and/or assigns (hereinafter "ECOWATER" or "ASSIGNEE").

### WITNESSETH:

**WHEREAS**, KXT has adopted, used, and is using in its business the trademarks set forth in SCHEDULE A attached hereto and made part of this assignment, which are registered or applied for in the United States Patent and Trademark Office and in selected foreign trademark offices;

**WHEREAS**, ECOWATER is desirous of acquiring said trademarks set forth in the attached SCHEDULE A and the respective registrations and applications for registration thereof, together with the goodwill of the business in connection therewith.

**NOW THEREFORE**, for valuable consideration furnished by ECOWATER to KXT, receipt and sufficiency of which KXT hereby acknowledges, KXT hereby, without reservation:

- 1) assigns, sells, and transfers to ECOWATER, its successors and assigns, the entire right, title and interest in and to the said trademark registrations and applications for registration set forth in SCHEDULE A, together with the goodwill of the business symbolized by said trademarks and registrations, and including all claims for damages by reason of infringement of said trademarks and registrations with the right to sue for damages and collect the same from and prior to the Effective Date, all for ECOWATER's use and for the use of its successors and assigns;

- 2) authorizes and requests the Commissioner of the United States Patents and Trademark Office and the empowered officials of all other governments to issue or transfer all said trademark registrations and applications for registration listed in **SCHEDULE A** to ECOWATER, as assignee of the entire right, title and interest therein, or otherwise as ECOWATER may direct;
- 3) warrants that KXT has not knowingly conveyed to others any right in said trademarks, or any license to use the same; and that KXT has good right to assign the same to ECOWATER without encumbrance; and
- 4) Binds KXT's heirs, legal representatives, and assigns, as well as KXT itself, to do, upon ECOWATER's request and at ECOWATER's expense, but without additional consideration to KXT or ECOWATER, all acts reasonably serving to assure that said trademarks and registrations shall be held and enjoyed by ECOWATER as fully and entirely as the same could have been held and enjoyed by KXT, KXT's heirs, legal representatives and assigns if this Assignment had not been made; and particularly to execute and deliver to ECOWATER all lawful application documents, and any assignments, disclaimers, and lawful affidavits in form and substance as may be requested by ECOWATER; to communicate to ECOWATER all facts known to KXT relating to said trademarks and registrations, or the history thereof; and to furnish ECOWATER with any and all documents, photographs, samples and other physical exhibits in KXT's control or in the control of KXT's heirs, legal representatives, or assigns, which may be useful for establishing the facts of KXT's first use of said trademarks and registrations, and first use in commerce.

IN WITNESS WHEREOF, KXT has caused this ASSIGNMENT to be executed.

**KX TECHNOLOGIES LLC**

By: Frank A. Brigano  
Frank A. Brigano, Ph.D.  
Its: Vice President – Research & Development

STATE OF CONNECTICUT            )  
  ) ss: West Haven  
COUNTY OF NEW HAVEN        )

On this 19<sup>th</sup> day of September, 2016, before me appeared Frank A. Brigano, Ph.D., to me known and known to me to be the Vice President – Research & Development for KX Technologies, LLC, and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.

(NOTARIAL SEAL)

Bridget M. Carofano  
Notary Public

**BRIDGET M. CAROFANO  
NOTARY PUBLIC OF CONNECTICUT  
My Commission Expires 11/30/2020**

ACKNOWLEDGED by:

**ECOWATER SYSTEMS, LLC**

By: Kelly Newbold Boudreau  
Kelly Newbold Boudreau  
Its: Vice President - Marketing

**SCHEDULE A**

<b>Dkt. No.</b>	<b>Country</b>	<b>Mark/Goods</b>	<b>Appl. No.</b>	<b>Reg. No.</b>	<b>Status</b>
400037000	United States	WATER SOLVED Class 001 & 011	86/049,846	4809128	I
420037000	United States	WATER SOLVED Class 011	86/424,776	4838124	I
400037007	Canada	WATER SOLVED Class 001 & 011	1,659,352	TMA941,746	I
420037007	Canada	WATER SOLVED Class 011	1,707,867		P
400037008	China	WATER SOLVED Class 001	13916670		P
410037008	China	WATER SOLVED Class 011	1396671		P
420037008	China	WATER SOLVED Class 011	15827031		P
400037011	CTM	WATER SOLVED Class 001 & 011	12501193	12501193	I
420037011	CTM	WATER SOLVED Class 011	13505052	13505052	I
400037019	India	WATER SOLVED Class 001 & 011	2663626		P
420037019	India	WATER SOLVED Class 011	2853637		P