

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410918

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ovivo Luxembourg S.A.R.L.		01/01/2015	Corporation: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	Ovivo Finance Inc.		
Street Address:	2001, McGill College		
Internal Address:	Suite 2100		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3A 1G1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	2423464	BARDENPHO	
Registration Number:	1782574	BARDENPHO	
Registration Number:	1914077	BRACKETT BOSKER	
Registration Number:	1953551	BRACKETT GREEN	
Registration Number:	1863126	CASTKLEEN	
Registration Number:	2789319	CF 100	
Registration Number:	2381740	CF200	
Registration Number:	1994560	DENITIR	
Registration Number:	0248626	DETRITOR	
Registration Number:	4126359	ECOBLOX	
Serial Number:	86497810	ECO-MAT	
Registration Number:	1745529	EIMIX	
Registration Number:	2695668	ENVIROQUIP	
Registration Number:	4040783	EQUAFLO 360	
Registration Number:	3730817	EQUIPTECH	
Registration Number:	3185941	EXCELL	
Registration Number:	1664039	FLEXKLEEN	
Registration Number:	1783358	FLEXSCOUR	

OP \$765.00 2423464

Property Type	Number	Word Mark
Registration Number:	1835357	HYDROSEAL
Registration Number:	2752280	JETA
Registration Number:	2758359	JETA
Registration Number:	4069466	OVIVO
Registration Number:	2373371	PROPAPANEL
Registration Number:	1855672	QUADRAKLEEN
Registration Number:	2572493	SCUMTRAPPR
Registration Number:	3051371	SEWAGE BOSKER
Registration Number:	2671782	SLUDGEVIEWR
Registration Number:	1835355	TRAC-VAC
Registration Number:	2158391	TRANSMAX
Registration Number:	3060699	TUNNEL BOSKER

CORRESPONDENCE DATA

Fax Number: 8019313080
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.
Phone: 8019313151
Email: loretta.bogaard@ovivowater.com
Correspondent Name: Ovivo Inc.
Address Line 1: 4246 Riverboat Road
Address Line 2: Suite 300
Address Line 4: Salt Lake City, UTAH 84123

NAME OF SUBMITTER:	Loretta Bogaard
SIGNATURE:	/Loretta.Bogaard/
DATE SIGNED:	01/03/2017

Total Attachments: 10

source=IP Assignmt -Ovivo Lux to Ovivo Finance-TRADEMARKS ONLY for USPTO#page1.tif
source=IP Assignmt -Ovivo Lux to Ovivo Finance-TRADEMARKS ONLY for USPTO#page2.tif
source=IP Assignmt -Ovivo Lux to Ovivo Finance-TRADEMARKS ONLY for USPTO#page3.tif
source=IP Assignmt -Ovivo Lux to Ovivo Finance-TRADEMARKS ONLY for USPTO#page4.tif
source=IP Assignmt -Ovivo Lux to Ovivo Finance-TRADEMARKS ONLY for USPTO#page5.tif
source=IP Assignmt -Ovivo Lux to Ovivo Finance-TRADEMARKS ONLY for USPTO#page6.tif
source=IP Assignmt -Ovivo Lux to Ovivo Finance-TRADEMARKS ONLY for USPTO#page7.tif
source=IP Assignmt -Ovivo Lux to Ovivo Finance-TRADEMARKS ONLY for USPTO#page8.tif
source=IP Assignmt -Ovivo Lux to Ovivo Finance-TRADEMARKS ONLY for USPTO#page9.tif
source=IP Assignmt -Ovivo Lux to Ovivo Finance-TRADEMARKS ONLY for USPTO#page10.tif

AGREEMENT ON THE ASSIGNMENT OF INTELLECTUAL PROPERTY

Dated as of January 1, 2015

BETWEEN: **Ovivo Luxembourg S.à r.l.**, a corporation incorporated under the laws of Luxembourg, herein acting and represented by Olivier Dorier and Pascal Beckers;

(hereinafter referred to as the "**Vendor**"),

AND: **Ovivo Finance Inc.**, a corporation incorporated under the laws of Canada, herein acting and represented by Mr. Marc Barbeau;

(hereinafter referred to as the "**Purchaser**")

(individually hereinafter referred to as a "**Party**" and collectively hereinafter referred to as the "**Parties**")

- IT IS AGREED AS FOLLOWS: -

ARTICLE 1 - RECITALS

- 1.1 The Vendor agrees to sell and the Purchaser agrees to purchase certain assets as further described hereunder.
- 1.2 The Vendor and the Purchaser wish to subject the said sale to the terms and conditions mentioned herein.
- 1.3 The Purchaser is a creditor of Vendor under certain intra-group loans in the aggregate amount of ██████████ ("Luxembourg Loan").
- 1.4 The Vendor wishes to repay a portion of the Luxembourg Loan owed to the Purchaser by transferring the Assigned Intellectual Property the Purchaser.
- 1.5 The Vendor and the Purchaser declare that the provisions of this Agreement on the Assignment of Intellectual Property (the "**Agreement**") have been freely negotiated between them.

ARTICLE 2 -- DEFINITIONS

- 2.1 "**Assigned Intellectual Property**" means certain intellectual property of the Vendor as set forth in **Appendix 1**;
- 2.2 "**Effective Date**" means the date of this Agreement.

ARTICLE 3 - PURCHASE AND SALE OF THE ASSIGNED INTELLECTUAL PROPERTY

3.1 *Description of the Assigned Intellectual Property*

The Vendor hereby grants, conveys, sells, assigns and transfers to the Purchaser all of Vendor's rights, title and interest in and to the Assigned Intellectual Property and the Purchaser agrees to purchase the Assigned Intellectual Property from the Vendor with effect as of the Effective Date.

ARTICLE 4 – PURCHASE PRICE AND PAYMENT OF PURCHASE PRICE

4.1 *Purchase Price and payment of Purchase Price*

The purchase price for the Assigned Intellectual Property paid by or on behalf of the Purchaser to or on behalf of the Vendor (i) is equal to the amount set forth in Appendix 4 entitled "Purchase Price" (the "**Purchase Price**") which represents the fair market value of the Assigned Intellectual Property as at the Effective Date, and (ii) is hereby satisfied in the manner set forth in Appendix 4.

ARTICLE 5 – NO REPRESENTATION AND WARRANTY

5.1 The Vendor make no representation or warranty (whether express or implied) whatsoever in connection with the Assigned Intellectual Property, whether with respect to the title of ownership or with respect to fitness for a particular purpose or otherwise, and the Purchaser acknowledges that the purchase of the Assigned Intellectual Property by it are being effected on an "as is, where is" basis and at the risk of the Purchaser.

ARTICLE 6 – MISCELLANEOUS

6.1 *Enurement*

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective representatives, successors and assigns. All or any part of the Parties' respective rights and obligations under this Agreement may only be assigned with the consent of the Vendor and the Purchaser.

6.2 *Third Party Beneficiaries*

The Parties intend that this Agreement shall not benefit or create any right or cause of action in favour of, any person other than the Parties and their respective successors and permitted assigns and no person, other than the Parties shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding (including arbitral and administrative proceedings), hearing or other forum.

6.3 *Execution of further documents*

The Parties agree to do all things and sign and execute all deeds and documents and do all such other acts or things necessary or required for the carrying out of the purpose and intent of this Agreement.

6.4 *Governing Law*

This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of Luxembourg; the Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of competent jurisdiction of Luxembourg.

6.5 *Recitals and Appendices*

The Recitals to this Agreement and the Appendices attached to this Agreement form an integral part hereof.

6.6 *Severability*

If any term or other provision of this Agreement or any other agreement, document or instrument executed pursuant to this Agreement is invalid, illegal or incapable of being enforced by any rule or law or public policy, all other terms and provisions of this Agreement or other agreement, document or instrument shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement or other agreement, document or instrument so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

6.7 *Amendments*

This Agreement may only be amended, restated, supplemented, have any of its provisions waived or be otherwise modified, in whole or in part, pursuant to a written instrument executed by each of the Vendor and the Purchaser.

6.8 *Counterparts*

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.


SIGNATURE PAGE FOLLOWS

- SIGNATURES -

OVIVO LUXEMBOURG S.À R.L.

OVIVO FINANCE INC.

Per: _____
Name: Olivier Dorier
Title: Manager

Per: 
Name: Marc Barbeau
Title: Director

Per: _____
Name: Pascal Beckers
Title: Manager

- SIGNATURES -

OVIVO LUXEMBOURG S.À R.L.

OVIVO FINANCE INC.

Per: 


Per: _____

Name: Olivier Dorier

Name: Marc Barbeau

Title: Manager

Title: Director

Per: 

Name: Pascal Beckers

Title: Manager

Trademark Name	Country	Appl. No.	Reg. No.	Trademark Status	Next Renewal Date	Ovivo Ref. No.
A.R.T.S.™	US			Used		288-30304
A2C™	US			Used		288-05783
ACE™/PACE™	US			Used		288-30237
Aerplate™	US			Used		288-00170
AirBeam™	US			Used		288-00198
AJM logo®	Australia	1047309	1047309	Registered	2025-Mar-22	288-30249
AJM logo®	New Zealand		749848	Registered	2016-Jun-20	288-30246
Aifernat/R™ (italicized)	US	n/a	n/a	Used	n/a	288-30296
AutoBATCH™	Australia			Used		288-30260
Bardenpho®	US		2423464	Registered	2021-Jan-23	288-05286A-
Bardenpho®	US		1782574	Registered	2023-Jul-20	288-05286B
BDP™	US			Used		288-08692
Biomax™	US			Used		288-00197
Blox™	US			Used		
Bongo™	US			Used		288-30305
Brackett Bosker®	US	74402224	1914077	Registered	2015-Aug-22	288-00175
Brackett Brieden™	US			Used		288-
Brackett Green®	Canada		TMA496899	Registered	2028-Jul-02	288-00174
Brackett Green®	Europe		E588988	Registered	2017-Jun-11	288-00174
Brackett Green®	India	1441732	1441732	Registered	2016-Mar-31	288-00174
Brackett Green®	United Kingdom	2139250	2139250	Registered	2017-Jun-17	288-00174
Brackett Green®	US	74402155	1953551	Registered	2016-Jan-30	288-00174
Brackett®	United Kingdom	2139255	2139255	Registered	2017-Jun-17	288-00185
Bringing Water to Life®	Canada	1,483,408	TMA834,564	Registered	2021-Oct-11	288-30281
Bringing Water to Life®	Europe	009302101	009302101	Registered	2020-Aug-9	288-30281
Bringing Water to Life®	US	85/021624	3,999,300	Registered	2021-Jul-19	288-30281
Bringing Water to Life® French translation: De l'eau pour la vie®	Canada	1,496,438	TMA835,198	Registered	2027-Oct029	288-30289
BulletProof™	US			used		n/a
Carrobic™	US			Used		288-00145
Castkleen®	US	74/196994	1863126	Registered	2024-Nov-15	288-04887
CF100®	US	76/281172	2789319	Registered	2023-Dec-02	288-00176
CF100™	Australia			Used		288-00176
CF200®	US	75/390928	2381740	Registered	2020-Aug-29	288-00177
CF200™	Australia			Used		288-00177
Clarifloculator®	US		309,978	Registered	2021-Oct-11	288-00013
Clarigestor™	US			Used		288-00173
ClearSet™	US			Used		288-30299
Copa®	Australia		1154885	Registered	2016-Dec-29	508-50104
Copetrawl™	Australia			Used		508-50108

TRADEMARK

REEL: 005958 FRAME: 0741

Trademark Name	Country	Appl. No.	Reg. No.	Trademark Status	Next Renewal Date	Ovivo Ref. No.
CorrExit™	Australia			Used		288-30282
denitR® (italized)	US		1994560	Registered	2016-Aug-20	288-07245
Densludge®	US		622122	Registered	2016-Feb-28	288-00017
Detritor®	India		137700	Registered	2016-Feb-16	288-00011
Detritor®	US		248,626	Registered	2018-Oct-23	288-00011
Detritor™	United Kingdom			Used		288-00011
Digestivore™	US			Used		288-30300
digitalOPS™ (italized)	US			Used		288-30307
divertR™ (italized)	US			Used		288-30293
Duet™	US			Used		
EBNR™	US			Used		288-00187
EcoBLOX®	US	85172660	4,126,359	Registered	2022-Apr-10	288-30259
Eco-MAT™	US	86497810		Pending		288-30262
Elimix®	US		1745529	Registered	2023-Jan-12	288-04999
Eliminatr™ (italized)	US			Used		288-30263
Energy Matching™	US			Used		288-30268
Energy Pro™	US			Used		288-30243
EnviroDAF™	Australia			Used		288-30254
EnviroFloc™	Australia			Used		288-30274
Enviroquip®	US	76/446609	2695668	Registered	2023-Mar-11	288-00190
EnviroSEP™	Australia			Used		288-30255
EQideas™	US			Used		288-30265
EQlogix™	US			Used		288-30241
EQProSim™	US			Used		288-30266
EQprotect™	US			Used		288-30303
Equaflo 360®	US	85-143,167	4,040,783	Registered	2021-Oct-18	288-30264
EquipTech® (SERVICEMARK)	US		3,730,817	Registered	2019-Dec-29	288-30244
EQvue™	US			Used		288-30242
EWT™	US			Used		288-30238
Excell®	US	78656027	3,185,941	Registered	2016-Dec-19	288-00148
EZ-RECT™	US			used		n/a
Filterator™	Australia			Used		508-50109
Flexclear™	US			Used		288-04888
Flexklean®	US	74/068,097	1664039	Registered	2021-Nov-04	288-00786
Flexscour®	US		1783358	Registered	2023-Jul-20	288-05054
Flexsheld™	US			Used		288-00144
Float™	US			Used		n/a
Flocillator™	US			Used		288-04891
Fluxmasta / Fluxmaster®	Australia	1061733	1061733	Registered	2015-Jun-23	288-30247
FoamExit™	Australia			Used		288-30284
Hidden in plain sight™	US			Used		

TRADEMARK

REEL: 005958 FRAME: 0742

Trademark Name	Country	Appl. No.	Reg. No.	Trademark Status	Next Renewal Date	Ovivo Ref. No.
Huntsman w/logo®	Australia	1012125	1012125	Registered	2024-Jul-21	288-30248
Hybind™	Australia			Used		288-30273
Hydrosael®	US	74/409,306	1835357	Registered	2024-May-10	288-05285
Hydro-Treator™	US		395,578	Used		288-00014
InnerLACE™	US			Used		288-30287
Integrated Roll Pattern™	US			Used		288-30267
Jackbolt™	US			Used		288-30245
Jeta®	US		2752280	Registered	2023-Aug-19	288-00159
Jeta®	US		2758359	Registered	2023-Sep-02	288-00159-A
LM™	US			Used		288-30240
MacerAcer™	US			Used		288-00179
MACQUARIE AUTOMATION®	Australia		1166609	Registered	2017-Mar-18	288-30250
Metalweave™	US			Used		288-04890
microBLOX™	US			Used		288-30290
MicroExit™	Australia			Used		288-30285
Oculus™	US			Used		288-30257
Optireg™	Australia			Used		288-30272
Ovivo Water®	Europe	009147919	009147919	Registered	2020-June-2	288-30280
OVIVO®	Brazil	830834729/737/745/761/770	830834729/737/745/761/770	Registered	2024-Apr-15	288-30279
OVIVO®	Canada	1,482,282	TMA844,435	Registered	2028-Feb-25	288-30279
OVIVO®	Europe	009083651	009083651	Registered	2020-May-6	288-30279
OVIVO®	Indonesia		IDM000352784 (CL.1), IMD000363748 (CL.7), IMD000363740 (CL.11), IDM000367625 (CL. 37), IDM000367624 (CL. 42)	Registered	2021-01-27	288-30279
OVIVO®	Malaysia	2010021324/5/6 17/8	2010021327	Registered (4,5,6,7, &8)	2020-May-06	288-30279
OVIVO®	New Zealand	832466	832466	Registered	2020-May-6	288-30279
OVIVO®	US	85/117003	4,069,466	Registered	2021-Dec-13	288-30279
OVIVO®	WO (Australia, China, Egypt, Morocco, Oman, Singapore, South Korea, Switzerland, Russian Federation, Ukraine, and Vietnam)	1 081 757	1 081 757	Registered	2025-Oct-25	288-30279
OVIVO® Connect (SM)	US			Used		288-30302
PAD®	US	77/672039	3,766,140	Registered	2020-Mar-20	288-00194
Path™	US			Used		288-00189
Pixi Dust / Pixie Dust®	Australia	1021129	1021129	Registered	2024-Sep-17	288-30251

TRADEMARK

REEL: 005958 FRAME: 0743

Trademark Name	Country	Appl. No.	Reg. No.	Trademark Status	Next Renewal Date	Ovivo Ref. No.
Propapanel®	US	75/390935	2373371	Registered	2020-Aug-01	288-00184
ProSet™	US			Used		288-30297
Quadrakleen®	US		1855672	Registered	2024-Sep-27	288-04892
RoExit™	Australia			Used		288-30301
S.I.M.P.L.E.™	US			Used		288-00180
SALIS™	US			used		
ScalExit™	Australia			Used		288-30286
Scourguard™	US			Used		288-06961
Scum TrappR®	US	75/571874	2572493	Registered	2022-May-28	288-00195
Sewage Bosker®	US	76/555217	3,051,371	Registered	2016-Jan-24	288-00181
SludgeExit™	Australia			Used		288-30283
SludgeViewr®	US	76/358664	2671782	Registered	2022-Dec 27	288-00193
Sonolyzer™	US			Used		
Stone Trap™	US			used		n/a
StopGate™	US			Used		
Storm Master™	US			Used		288-30269
stormBLOX™	US			Used		288-30292
Sureblend®	Australia	1048376	1048376	Registered	2025-Mar-31	288-30252
SwingIR™ (italicized)	US			used		
Trac-vac®	US	07/408,052	1835355	Registered	2024-May-10	288-03108
TransMAX®	US	75/210316	2158391	Registered	2018-May-19	288-00196
Tunnel Bosker®	US	76/555218	3,060,699	Registered	2016-Feb-21	288-00182
Ultrastore™	US			Used		288-30239
Unireg™	Australia			Used		288-30275
UNR™	US			Used		288-00188
U-Sorb™	US			Used		
Wedgy®	Australia	852258	852258	Registered	2020-Oct-04	288-30253

APPENDIX 4*Purchase Price*

Purchase Price: The Purchase Price consists of the purchase price of the Assigned Intellectual Property, being [REDACTED] in total (the "Purchase Price").

The Purchase Price shall be satisfied by the reduction of the Luxembourg Loan owed by the Vendor to the Purchaser for an amount equal to the Purchase Price.

The Vendor hereby acknowledges that the amount of [REDACTED] remains due and owing to the Purchaser under the Luxembourg Loan.

Adjustment Clause: In the event that any taxing authority having jurisdiction makes or proposes to make any assessment or reassessment determining that the fair market value of the Assigned Intellectual Property transferred pursuant to this Agreement (the "Property") is greater or less than the amount determined by the Parties (the "Assessment") then, in such event, the Purchase Price shall be retroactively increased or decreased to equal the amount finally determined to be the fair market value of the Property. Any such determination shall be deemed to be final if it is pursuant to an assessment or reassessment by any taxing authority having jurisdiction and no appeal is taken therefrom, if agreement is reached between the Parties and such taxing authority regarding such actual or proposed assessment or reassessment or if determined by a judgment of a court of competent jurisdiction which judgment is not appealed from. Following any Assessment, the Parties hereby agree to make such other adjustments as may be necessary or desirable as a result of such Assessment.