

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502335

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSBC BANK PLC		12/13/2018	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	ENVIRONGEN TECHNOLOGIES, INC.		
Street Address:	1075 Kingwood Drive		
Internal Address:	Suite 202		
City:	Kingwood		
State/Country:	TEXAS		
Postal Code:	77339		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78230244	HYPERSORB	
Serial Number:	78382422	BASIN WATER IX	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	rebecca.gallagher@squirepb.com		
Correspondent Name:	Squire Patton Boggs (US) LLP		
Address Line 1:	4900 Key Tower		
Address Line 2:	127 Public Square		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Rebecca Gallagher		
SIGNATURE:	/Rebecca Gallagher/		
DATE SIGNED:	12/17/2018		
Total Attachments: 7			
source=US - Termination of Patent and Tradement Security Agreement (002)#page1.tif			
source=US - Termination of Patent and Tradement Security Agreement (002)#page2.tif			
source=US - Termination of Patent and Tradement Security Agreement (002)#page3.tif			

OP \$65.00 78230244

source=US - Termination of Patent and Tradement Security Agreement (002)#page4.tif
source=US - Termination of Patent and Tradement Security Agreement (002)#page5.tif
source=US - Termination of Patent and Tradement Security Agreement (002)#page6.tif
source=US - Termination of Patent and Tradement Security Agreement (002)#page7.tif

TERMINATION OF PATENT AND TRADEMARK SECURITY AGREEMENT

This Termination of Patent and Trademark Security Agreement (this "Termination"), dated as of December 13, 2018 is executed by HSBC BANK PLC (the "Lender"), 8 Canada Square, London E14 5HQ, United Kingdom, in favor of ENVIROGEN TECHNOLOGIES, INC., a Delaware corporation (the "Grantor"), 1075 Kingwood Drive, Suite 202, Kingwood, TX 77339, United States of America. Capitalized terms used in this Termination but not defined herein shall have the meanings assigned to them in the Patent and Trademark Security Agreement (as defined below) (or pursuant to Section 1(a) of the Patent and Trademark Security Agreement).

RECITALS

WHEREAS, the Grantor and the Lender entered into that certain Patent and Trademark Security Agreement (the "Patent and Trademark Security Agreement"), dated as of May 27, 2016;

WHEREAS, the Patent and Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 27, 2016 at Reel 038735, Frame 0602 (with respect to patents) and Reel 5801, Frame 0722 (with respect to trademarks);

WHEREAS, as security for the payment and performance of the Secured Obligations, pursuant to the Patent and Trademark Security Agreement, the Grantor granted, assigned, and conveyed to the Lender a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether then or thereafter existing or arising or in which the Grantor then had or thereafter owned, acquired or developed an interest and wherever located (collectively, the "Collateral"): (i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; (iii) the entire goodwill of or associated with the businesses then or thereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets; (iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets; (v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Security Trustee is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing

Collateral; and (vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral; and

WHEREAS, Lender acknowledges the payment in full of the Secured Obligations, and accordingly, the Patent and Trademark Security Agreement has been terminated pursuant to a certain Composite Deed of Release dated December 13, 2018, among the Lender and the Obligors (as defined therein).


NOW, THEREFORE, the Lender hereby releases and discharges its security interest in the Collateral and hereby reassigns to the Grantor any and all right, title and interest that it may have in, to and under the Collateral.

This Termination is governed by the laws set forth in Section 7 (Governing Law) of the Patent and Trademark Security Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Termination is executed as of the first date written above.

HSBC BANK PLC

By: 
Name: STEVEN HOPPER
Title: RELATIONS DIRECTOR

Schedule A

to Termination of Patent and Trademark Security Agreement

ENVIROGEN TECHNOLOGIES, INC.

ISSUED U.S. PATENTS OF THE GRANTOR

<u>Patent No.:</u>	<u>Issue Date:</u>	<u>Inventor:</u>	<u>Title:</u>
5294305	3/15/1994	Frank S. Craft SR, Michael D. Kelly	Ethylene glycol recovery process
5980750	11/9/1999	Michael D. Kelly	Process for the purification of waste wash water
6706195	03/16/2004	Peter L. Jensen, Gerald A. Guter, Dan Ziol	High efficiency ion exchange system for removing arsenic from water
6878286	04/12/2005	Peter L. Jensen, Gerald A. Guter, Dan Ziol	High efficiency ion exchange system for removing contaminants from water
7041223	05/09/2006	Peter L. Jensen, Gerald A. Guter, Dan Ziol	High efficiency ion exchanges system for removing contaminants from water
7361281	04/22/2008	Peter L. Jensen, Gerald A. Guter, Dan Ziol	High efficiency ion exchange system and method for removing chromium from water
7754070	07/13/2010	Peter L. Jensen, Gerald A. Guter, Dan Ziol	High efficiency ion exchange system for removing nitrate contaminants from water
7754071	07/13/2010	Peter L. Jensen, Gerald A. Guter, Dan Ziol	High efficiency ion exchange system for removing perchlorate contaminants from water
8034244	10/11/2011	Peter L. Jensen, Gerald A. Guter, Dan Ziol	High efficiency ion exchange system for removing arsenic

7018534	03/28/2006	Samuel Frisch	contaminants from water Apparatus and method for controlling biomass growth in suspended carrier bioreactor
7419594	09/02/2008	Samuel Frisch	Apparatus and method for controlling biomass growth in suspended carrier bioreactor
7572626	08/11/2009	Samuel Frisch, Robert E. Loudon	System and method for separating biomass from media in a fluidized bed reactor
7611890	11/03/2009	Samuel Frisch, Robert E. Loudon	System and method for separating biomass from media in a fluidized bed reactor
7309436	12/18/2007	Peter L. Jensen, Bryan Zinn, John Zitlau	Process for removing perchlorate ions from water streams
7713417	05/11/2010	Paul M. Sutton	Method for wastewater treatment with resource recovery and reduced residual solids generation
5955394	09/21/1999	Michael D. Kelly	Recovery process for oxidation catalyst in the manufacture of aromatic carboxylic acids
5494574	02/27/1996	Ronald Unterman, Brian R. Folsom, A. Paul Togna	Mechanically mixed packed bed bioreactor
5750028	05/12/1998	Sam Frisch	Biomass separation apparatus and method with media return
5788842	08/04/1998	Sam Frisch	Biomass separation apparatus and method
6706521	03/16/2004	Samuel Frisch	Bed cleaning system for fluidized-bed bioreactors
6830922	12/14/2004	Raymond Jasienski,	System and method

		Younghua Yang	for inoculating a biological reactor
7223875	05/29/2007	Michael D. Kelly	Process for manufacturing propylene oxide
7754159	07/13/2010	Samuel Frisch	System and method for limiting backflow in a biological fluidized bed reactor
8323496	12/04/2012	Ken Canzano, Michael A. Del Vecchio, Samuel Frisch, Douglas Watt, Robert Loudon et al	Methods for treatment of perchlorate contaminated water
9212074	12/15/2015	Samuel Frisch	Anoxic membrane filtration system and water treatment method

PENDING U.S. PATENT APPLICATIONS OF THE GRANTOR

<u>Patent No.:</u>	<u>Issue Date:</u>	<u>Inventor:</u>	<u>Title:</u>
20160068419	03/10/2016	Samuel Frisch	Anoxic membrane filtration system and water treatment method

Schedule B

to Termination of Patent and Trademark Security Agreement

ENVIROGEN TECHNOLOGIES, INC.

U.S. TRADEMARKS OF THE GRANTOR

<u>Trademark:</u>	<u>Application No.:</u>	<u>Application Date:</u>	<u>Registration No.:</u>	<u>Registration Date:</u>	<u>Current Owner:</u>
<u>HYPERSORB</u>	<u>78230244</u>	<u>03/25/2003</u>	<u>2978637</u>	<u>07/26/2005</u>	Envirogen Technologies, Inc.
<u>BASIN WATER IX</u>	<u>78382422</u>	<u>03/11/2004</u>	<u>3081649</u>	<u>04/18/2006</u>	Envirogen Technologies, Inc.

PENDING U.S. TRADEMARK APPLICATIONS OF THE GRANTOR

None