

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586191

| | |
|------------------------------|--|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| RESUBMIT DOCUMENT ID: | 900547586 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------|----------|----------------|----------------------|
| Suntree Technologies, Inc. | | 03/05/2019 | Corporation: FLORIDA |

RECEIVING PARTY DATA

| | |
|------------------------|--------------------------------|
| Name: | Oldcastle Infrastructure, Inc. |
| Street Address: | 1002 15th street SW |
| City: | Auburn |
| State/Country: | WASHINGTON |
| Postal Code: | 98001 |
| Entity Type: | Corporation: WASHINGTON |

PROPERTY NUMBERS Total: 15

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------|
| Registration Number: | 4000090 | SUNGATE |
| Registration Number: | 3707293 | SKIMBOY |
| Registration Number: | 3849702 | HYDRO-VARIANT TECHNOLOGY |
| Registration Number: | 3839478 | NUTRIENT SEPARATING BAFFLE BOX |
| Registration Number: | 5071452 | NUTRIENT SEPARATING BAFFLE BOX |
| Registration Number: | 3241001 | SUNTREE TECHNOLOGIES INC. |
| Registration Number: | 4768471 | HYDROSLIDE |
| Registration Number: | 4777329 | SKIMBOSS |
| Registration Number: | 4870127 | SUNTREE TECHNOLOGIES INC. |
| Registration Number: | 5259511 | NRFS |
| Registration Number: | 5484000 | NUTRIMAX |
| Registration Number: | 5680432 | NSBB |
| Serial Number: | 88026757 | FLORIDA SMART |
| Serial Number: | 88026889 | CALIFORNIA SMART |
| Serial Number: | 88026822 | TEXAS SMART |

CORRESPONDENCE DATA

Fax Number: 8663989915

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7708565536
Email: yvelisse.cordero@crh.com
Correspondent Name: CRH Americas Law Group
Address Line 1: 900 Ashwood Parkway Suite 600
Address Line 4: Atlanta, GEORGIA 30075

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Yvelisse Cordero |
|---------------------------|------------------|

| | |
|-------------------|--------------------|
| SIGNATURE: | /Yvelisse Cordero/ |
|-------------------|--------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 07/13/2020 |
|---------------------|------------|

Total Attachments: 11

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BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This **BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated as of March 5, 2019 (this “*Agreement*”), is made and entered into by and between OLDCASTLE INFRASTRUCTURE, INC., a Washington corporation (“*Buyer*”) and SUNTREE TECHNOLOGIES, INC., an Florida corporation (“*Suntree*”).

WHEREAS, Buyer, Suntree, Suntree Technologies Holdings, LLC (“*Suntree Holdings*”), a Florida limited liability company, and all of the equityholders of Suntree and Suntree Holdings have entered into a Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”); and

WHEREAS, pursuant to the Purchase Agreement, Suntree has agreed to sell, transfer, convey, assign and deliver to Buyer the Purchased Assets and in connection therewith, Buyer has agreed to assume from Suntree and perform or discharge as and when due, any and all of the Assumed Obligations upon the terms and subject to the conditions set forth therein.

NOW, THEREFORE, in consideration of the premises, and the mutual representations, warranties, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein that are defined in the Purchase Agreement shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance. Suntree hereby sells, transfers, conveys, assigns and delivers to Buyer, all right, title and interest in and to the Purchased Assets free and clear of all Liens, other than Permitted Liens, in accordance with the terms of the Purchase Agreement.

3. Assumption. Buyer hereby assumes, agrees to perform and discharge as and when due, any and all of the Assumed Obligations, upon the terms and subject to the conditions set forth in the Purchase Agreement. Notwithstanding the foregoing, Buyer does not assume and shall have no obligation in respect of any of the Excluded Liabilities.

4. Power of Attorney. Suntree does hereby irrevocably appoint Buyer and its successors and assigns as Suntree’s true and lawful attorney in fact, and hereby authorizes Buyer to (a) execute on behalf of Suntree any instruments, documents, and the like necessary to collect or transfer to Buyer, or otherwise enforce any rights in respect of, the Purchased Assets and (b) do all acts and things necessary or expedient in furtherance of such purpose; such power of attorney being coupled with an interest, it shall be irrevocable.

5. Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement and does not (i) create any additional obligations, covenants, agreements, representations or warranties or alter, amend, modify, replace, change, rescind, waive, exceed, expand, enlarge, supersede or in any way affect any of the obligations, covenants, agreements, representations or warranties of any party thereto; or (ii) expand upon or limit the respective rights, benefits, responsibilities and obligations of any party thereto. In the event the terms of this Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. This Agreement shall, in all respects, be construed so

that none of the Assumed Obligations shall be expanded, increased, broadened or enlarged, solely as a result of the execution of this Agreement, as to rights or remedies that third parties would have had against Buyer had this Agreement not been executed and delivered.

6. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument and delivered in person. Signatures transmitted electronically by portable document format (pdf) file or facsimile shall be binding for all purposes hereof.

7. Severability. If any provision of this Agreement, or the application thereof to any Person, place or circumstance, shall be held by an arbitral tribunal or court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other Persons, places and circumstances shall remain in full force and effect if, but only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

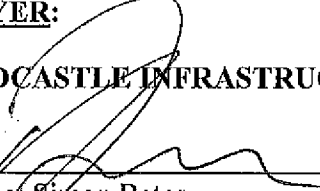
9. Governing Law; Dispute Resolution. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida (without reference to its principles of choice or conflict of laws). All disputes arising directly or indirectly out of this Agreement shall be fully resolved in accordance with Section 11.11 of the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

BUYER:

OLDCASTLE INFRASTRUCTURE, INC.

By: 
Name: Simon Bates
Title: President

SUNTREE:

SUNTREE TECHNOLOGIES, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

BUYER:

OLDCASTLE INFRASTRUCTURE, INC.

By: _____

Name:

Title:

SUNTREE:

SUNTREE TECHNOLOGIES, INC.

By: _____

Name:

Title:

[Signature Page to Bill of Sale and Assignment and Assumption Agreement]

TRADEMARK
REEL: 006990 FRAME: 0546

Schedule 4.17(b)

Intellectual Property

1. Suntree has a license for BOLD & GOLD® patent and trademark rights as set forth in that certain Sublicense Agreement for Patent and Trademark Rights between STE, LLC and Suntree Technologies, Inc. dated January 26, 2018, as amended by Amendment No. 1, dated August 7, 2018 (*see* Schedule 4.09(a)(vii)). Under this Sublicense Agreement, Suntree sublicenses certain patent rights from STE, LLC, who is party to a License Agreement, dated November 1, 2010, as amended by Amendment No. 1, dated June 21, 2011, Amendment No. 2, dated March 15, 2014, Amendment No. 3, dated July 15, 2014 Amendment No. 4, dated January 15, 2015 and Amendment No. 5, dated July 15, 2015, with University of Central Florida Research Foundation, Inc. (“UCFRF”), the owner of such patent rights.
2. (a) The following patents are shared between Suntree Holdings and non-Seller Party Gary L. Moody, a co-inventor:

| | <u>Patent Name</u> | <u>Marketed As</u> | <u>Patent #</u> |
|---|--------------------------------|---------------------------|------------------------|
| 1 | Grate Cover Apparatus & Method | GR8 Protector 2000 | 8,051,568 |
| 2 | Grate Cover | Grate Cover Apparatus | 8,216,453 |

- (b) The following patent is subject to a verbal agreement between Suntree Holdings and non-Seller Party Gary L. Moody, whereby Gary L. Moody is to be added as a co-inventor of the patent:

| | <u>Patent Name</u> | <u>Marketed As</u> | <u>Patent #</u> |
|---|---------------------------|---------------------------|------------------------|
| 1 | Backwashing Filter Basket | Weir Guard | 8,034,237 |

With the exception of the arrangements listed above and an oral agreement that Gary L. Moody will pay half the maintenance fees due for the patents in subsections 2(a) and (b) above, there are no other agreements between Gary L. Moody and any Equityholder or Suntree or Suntree Holdings regarding the patents listed in subsections 2(a) and (b) above.

- (c) The following commercialized Products are derived by the patents listed in this Section 2 of Schedule 4.17(b):

| Year | Product Name | Quantity | Suntree Sales |
|-------------|---------------------|-----------------|----------------------|
| 2017 | GR8 Protector | 65 | \$3,533.00 |
| 2017 | Weir Guard | 1 | \$750.00 |
| 2018 | GR8 Protector | 0 | 0 |
| 2018 | Weir Guard | 0 | 0 |

Schedule 4.17(c)

Intellectual Property

(i) Patents

a. List of patents held by Suntree Technologies Holdings, LLC and licensed to Suntree Technologies, Inc.:

| | Patent Title | Marketed as | Patent # |
|----|---|-----------------------------------|-----------------|
| 1 | Storm Drain Filter System | GISB | 6,270,663 |
| 2 | In Line Storm Water Drain System | NSBB | 6,428,692 |
| 3 | Storm Drain Filter System | GISB (perimeter filter) | 6,869,525 |
| 4 | Catch Basin Filter for Storm Water Runoff | Curb Inlet Basket | 6,797,162 |
| 5 | Golf Course Green Storm Water Filter | Golf Green Filter | 6,979,148 |
| 6 | Street Curb Filter Basket System | Hi Cap Curb Inlet Basket | 7,959,799 |
| 7 | Floating Storm Water Drain Basket | NSBB Floating Basket | 7,153,417 |
| 8 | Stormwater Filter System Key West | NSBB with injection well | 7,294,256 |
| 9 | Storm Water Drain System | NSBB Screen with lids | 7,270,747 |
| 10 | Curb Opening Filter | Curb Inlet Protector | 7,549,820 |
| 11 | Adjustable Filter Basket for Storm Water Drain System | NSBB Basket | 7,981,283 |
| 12 | Flocculate Dosing Tray | Floc Doser | 7,785,464 |
| 13 | Storm Water Filter System Having A Floating Skimmer Apparatus | Skim Boss (NSBB) | 7,846,327 |
| 14 | Storm Water Filter System Having A Floating Skimmer Apparatus | Skim Boss Floating Skimmer (NSBB) | 8,034,236 |

| | | | |
|----|---|------------------------------------|------------------|
| 15 | Floating Skimmer With A Up-Flow Filter | Skim Boss Filtration System (NSBB) | 8,034,234 |
| 16 | Floating Skimmer & Filter Apparatus | | 8,231,780 |
| 17 | Floating Baffle Panel & Filter Apparatus | NSBB Floating Panel & Filter | 8,083,937 |
| 18 | Storm Water Vault Having An Articulated Floating Screen Filter System | | 9,340,965 |
| 19 | Baffle Box Deflectors & Flow Spreaders | NSBB | 8,142,666 |
| 20 | Telescoping Post Supports & Sliding Lid Systems for Filter Baskets | NSBB | 8,366,923 |
| 21 | Overflow and Underflow Doors | | 8,622,652 |
| 22 | Pivoting Panel, Pylon and Inflow Gap for Stormwater Screen System | | 8,491,797 |
| 23 | Box Service Panel Door and Equalizer | | 8,393,827 |
| 24 | Rotatable Wheel Box Service Panel & Door Equalizer | SUNGATE | 8,425,150 |
| 25 | Rotatable Wheel Box Service Panel & Door Equalizer | SUNGATE | 8,651,767 |
| 26 | Rotatable Wheel Box Service Panel & Door Equalizer | SUNGATE | 8,974,144 |
| 27 | Rotatable Wheel Box Service Panel & Door Equalizer | SUNGATE | 9,068,312 |
| 28 | Variable Flow Skimmer and Shelf System | SkimBoss Max | 9,534,368 |
| 29 | Stormwater Polymer Treatment System | NSBB with Polymer Treatment | 10,155,670 B1 |
| 30 | Stormwater Vault Servicing Process | HydroSlide | 10,166,577 B2 |

| | | | |
|----|---|-----------------------|------------|
| 31 | Nutrient Removal Filtration System and Method | NRFS | 10,183,240 |
| 32 | Dual Screen Treatment System | | 10,202,285 |
| 33 | Grate Cover Apparatus & Method | GR8 Protector 2000 | 8,051,568* |
| 34 | Grate Cover | Grate Cover Apparatus | 8,216,453* |
| 35 | Backwashing Filter Basket | Weir Guard | 8,034,237* |


*Patents subject to undivided one-half ownership interest of Gary L. Moody. See Schedule 4.17(b)(2).

b. Patent applications

| | Patent Title | Marketed as | Application # |
|----|---|------------------|--------------------------------|
| 1 | Inline Bioremediation Liquid Treatment System | NutriMax | 15/708,399 |
| 2 | Stormwater Vault Apparatus and Method | HydroSlide | 15/634,531 |
| 3 | Dual Screen Treatment Systems with Debris Ramps and Screened Deflectors | Not yet marketed | 16/104,737 |
| 4 | Restrictive Up Flow Media Filter with Servicing System | Not yet marketed | 15/658,864 |
| 5 | Hydro-Variant Baffle Cartridge System | Not yet marketed | 15/948,011 |
| 6 | Hinged Variable Flow Skimmer and Shelf System | Not yet marketed | 16/124,885 |
| 7 | Nutrient Removal Filtration System and Method (PC-3633DIV.A) | NRFS | 15/952,675 |
| 8 | Nutrient Removal Filtration System and Method (PC-3633DIV.B) | NRFS | 15/952,803 |
| 9 | Round Baffle Box Water Treatment System with at Least One Sidewall Baffle | HVT | 16/211,671 |
| 10 | Dual Screen Treatment Methods | Not yet marketed | PC-3919.DIV.A Filed 2/28/19 |

(ii) Trademarks

a. Registered trademarks

| | Registered Trademark | Trademark Use | Registration No. |
|----|--|---|-------------------------|
| 1 | Sungate | Sungate, product name | 4,000,090 |
| 2 | Skimboy | Skimboy, product name | 3,707,293 |
| 3 | Hydro-Variant Technology | Hydro-Variant Technology, product name | 3,849,702 |
| 4 | Nutrient Separating Baffle Box (Supplemental Register) | Nutrient Separating Baffle Box, product name | 3,839,478 |
| 5 | Nutrient Separating Baffle Box (Principal Register) | Nutrient Separating Baffle Box, product name | 5,071,452 |
| 6 | Suntree Technologies Inc., design plus words |  | 3,241,001 |
| 7 | HydroSlide | HydroSlide, product name | 4,768,471 |
| 8 | Skimboss | SkimBoss, product name | 4,777,329 |
| 9 | Suntree Technologies Inc. | Suntree Technologies, Inc., company name | 4,870,127 |
| 10 | NRFS | NRFS, product name | 5,259,511 |
| 11 | NutriMax | NutriMax, product name | 5,484,000 |
| 12 | NSBB | To designate the Nutrient Separating Baffle Box | 5,680,432 |

b. Trademark Applications

| | Trademark Applied For | Trademark Use | Application No. |
|---|-----------------------|--|-----------------|
| 1 | Florida Smart | In connection with Nutrient Separating Baffle Box, Nutrimax and NRFS | 88,026,757 |
| 2 | California Smart | In connection with Nutrient Separating Baffle Box, Nutrimax and NRFS | 88,026,889 |
| 3 | Texas Smart | In connection with Nutrient Separating Baffle Box, Nutrimax and NRFS | 88,026,822 |

(iii) Registered Copyrights – None.

(iv) Domain Names

| | Domain Name | Expiration Date | Administrative Contact | WHOIS Registrant |
|----|---------------------------------|-----------------|------------------------|---|
| a. | 4waterquality.com | 9/16/2019 | Carol Happel | http://networksolutions.com |
| b. | bafflebox.com | 4/30/2020 | Carol Happel | http://networksolutions.com |
| c. | bafflebox.net | 10/11/20 | Carol Happel | http://networksolutions.com |
| d. | biomediamax.com | 2/27/2020 | Carol Happel | http://networksolutions.com |
| e. | bold-and-gold.com | 8/24/2019 | Carol Happel | http://networksolutions.com |
| f. | boldandgoldbam.com | 8/24/2019 | Carol Happel | http://networksolutions.com |
| g. | boldandgoldinfo.com | 8/24/2019 | Carol Happel | http://networksolutions.com |
| h. | boldandgoldsuntree.com | 8/24/2019 | Carol Happel | http://networksolutions.com |
| i. | epastormwater.com | 1/23/2020 | Carol Happel | http://networksolutions.com |
| j. | mediaboldandgold.com | 8/24/2019 | Carol Happel | http://networksolutions.com |
| k. | mediatreatment.com | 8/24/2019 | Carol Happel | http://networksolutions.com |
| l. | nutrientfilter.com | 2/27/2020 | Carol Happel | http://networksolutions.com |
| m. | nutrientseparatingbafflebox.com | 1/22/2020 | Carol Happel | http://networksolutions.com |
| n. | skimboss.com | 1/22/2020 | Carol Happel | http://networksolutions.com |
| o. | stormwatermedia.com | 8/24/2019 | Carol Happel | http://networksolutions.com |
| p. | sun-bam.com | 2/27/2020 | Carol Happel | http://networksolutions.com |
| q. | suntree-technologies.com | 12/28/2020 | Carol Happel | http://networksolutions.com |
| r. | suntreeenvironmental.com | 7/12/2019 | Carol Happel | http://networksolutions.com |
| s. | suntreeenvironmental.org | 8/3/2020 | Carol Happel | http://networksolutions.com |
| t. | suntreetech.co | 7/20/2020 | Carol Happel | http://networksolutions.com |
| u. | suntreetech.net | 1/23/2020 | Carol Happel | http://networksolutions.com |

| | | | |
|----------------------------|------------|--------------|---|
| v. suntreetech.org | 1/23/2020 | Carol Happel | http://networksolutions.com |
| w. suntreetechnologies.com | 12/28/2020 | Carol Happel | http://networksolutions.com |
| x. suntreetechnologies.org | 8/3/2020 | Carol Happel | http://networksolutions.com |
| y. suntreetech.com | 1/6/2023 | Carol Happel | http://domains.google.com |

2. Actions that must be taken within ninety (90) days after the Closing Date:

a. Patent:

- i. The issue fee for patent application no. 15/708,399 was paid March 1, 2019. Buyer may wish to file a timely continuation;
- ii. Patent 7,294,256: \$3,850.00 fee required by May 13, 2019;
- iii. Patent 8,034,236: \$1,950.00 fee required by April 11, 2019; and
- iv. Patent 8,034,234: \$1,950.00 fee required by April 11, 2019.

b. Trademarks: None.

c. Domain Names: None.