

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schreiber LLC		02/01/2021	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	Parkson Corporation		
Street Address:	1401 West Cypress Creek Road		
Internal Address:	Suite 100		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33309		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2624262	SCHREIBER FLEX	
Registration Number:	1535177	SCHREIBER	
Registration Number:	2162319	FUZZY FILTER	
Registration Number:	5675652	SCHREIBER PURE INGENUITY	
Registration Number:	1565756	COUNTER CURRENT	
Registration Number:	4658362	SCHREIBER FUZZYFILTER	
Registration Number:	4658363	FUZZYFILTER	
Registration Number:	4661815	SCHREIBER CSR CONTINUOUSLY SEQUENCING RE	
Registration Number:	4658365	SCHREIBER PURE INGENUITY	
Registration Number:	5753116	SCHREIBER FLEXCONTROL	
Registration Number:	1681103	BIO-REEL	
Registration Number:	2700733	SCHREIBER IMPROVING WATER THROUGH TECHNO	
Registration Number:	2201883	HYDRO GRID	
Registration Number:	2198841	CLEAN SQUEEZE	
CORRESPONDENCE DATA			
Fax Number:	2565175285		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$365.00 2624262

TRADEMARK

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

Phone: 256-517-5140
Email: wbabcock@bradley.com
Correspondent Name: Stephen H. Hall
Address Line 1: 200 CLINTON AVE. WEST
Address Line 2: SUITE 900
Address Line 4: HUNTSVILLE, ALABAMA 35801

NAME OF SUBMITTER:	Stephen H. Hall
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SIGNATURE:	/Stephen H. Hall/
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DATE SIGNED:	02/25/2021
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Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Agreement**”) is made and entered into as of February 1, 2021 by Parkson Corporation, a Delaware corporation (the “**Purchaser**”), P Thacher Worthen, Jr. (the “**Member**”), and Schreiber LLC, an Alabama limited liability company (the “**Company**”). The Purchaser and the Company may be referred to herein as the “**Parties**” and individually as a “**Party**.”

WHEREAS, the Purchaser and the Company are parties to an Asset Purchase Agreement, dated as of the date hereof (the “**Asset Purchase Agreement**”), pursuant to which the Purchaser agreed to acquire from the Company, and the Company agreed to sell and assign to the Purchaser, certain of the assets of the Company;

WHEREAS, this Agreement is being delivered pursuant to the terms of the Asset Purchase Agreement;

WHEREAS, the Company is the owner of the entire right, title, interest, benefits, privileges and goodwill in and to all of the Purchased Intellectual Property, including (without limitation) software and source code, unregistered and registered trademarks, copyrights, domain names, trade names, service marks, service names, patents and all registrations and pending applications therefor, including without limitation those set forth on Exhibit A hereto and all goodwill associated therewith, together with the right to sue and collect damages for any past, present or future infringement, misappropriation or other violation thereof (the “**Assigned Intellectual Property**”);

WHEREAS, pursuant to the Asset Purchase Agreement, the Company wishes to assign to the Purchaser the Company’s entire right, title, interest, benefits, privileges and goodwill in and to the Assigned Intellectual Property; and

WHEREAS, the Purchaser is desirous of acquiring the Company’s entire right, title, interest, benefits, privileges and goodwill in and to the Assigned Intellectual Property.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained herein, and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

2. Assignment of Assigned Intellectual Property.

(a) Subject to the terms and conditions of the Asset Purchase Agreement, the Company hereby unconditionally and irrevocably sells, assigns, transfers, conveys and delivers (collectively, the “**Assignment**”) to Purchaser all of the Company’s right, title, and interest in and to the Assigned Intellectual Property that constitutes the Acquired Assets, in each case including without limitation, all benefits, privileges, and goodwill, legal or equitable, associated therewith or included thereto, and all other corresponding rights that are or may be hereafter secured under the Laws of any country, now or hereafter in effect, for the Purchaser’s own use and enjoyment, and for the use and enjoyment of the Purchaser’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Company if this Agreement had not been made, together with all payments due or payable as of the Closing Date or thereafter, including without limitation, all

goodwill associated with any of the Assigned Intellectual Property and all Claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Intellectual Property, with the right to sue for, and collect the same for the Purchaser's own use and enjoyment and for the use and enjoyment of the Purchaser's successors, assigns or other legal representatives, and the Purchaser hereby accepts the Assignment.

(b) The Company hereby conveys to the Purchaser the right to enforce or exploit the Assigned Intellectual Property, the right to renew any registrations of the Assigned Intellectual Property and the right to make applications, in the Purchaser's own name or otherwise, for protection of any of the Assigned Intellectual Property within or outside of the United States, and, where expedient, to claim under any international convention or other international arrangement for any such application the date of the said United States application (or other application if any there be) in priority to other applications.

(c) The Company hereby covenants and agrees that it will not execute any writing or do any act whatsoever conflicting with this Agreement, and that it will at any time upon request, without further or additional consideration, promptly execute such additional assignments and other writings, including without limitation, copyright applications, patent applications, trademark applications, declarations, oaths and powers of attorney, and promptly do such additional acts as the Purchaser may deem necessary or desirable to perfect the Purchaser's enjoyment of the assignments, grants and ownership of the Assigned Intellectual Property. The Company agrees that if the Purchaser is unable, after reasonable effort, to secure the signature of the Company on any such additional applications or other writings, any executive officer of the Purchaser shall be entitled to execute any such additional applications or other writings as the agent and the attorney-in-fact of the Company, and the Company hereby irrevocably designates and appoints each executive officer of the Purchaser as the Company's agent and attorney-in-fact to execute any such additional assignments or other writings on the Company's behalf and to take any and all actions as the Purchaser may deem necessary or desirable in order to protect the Purchaser's rights and interests in any of the Assigned Intellectual Property. The Company further agrees, at Purchaser's expense, to promptly render all necessary assistance to the Purchaser in connection with any enforcing of any rights or choses in action accruing related to any of the Assigned Intellectual Property, by giving testimony in any proceedings or transactions involving any of the Assigned Intellectual Property, and by executing preliminary statements and other affidavits.

3. Terms of the Asset Purchase Agreement. Nothing contained in this Agreement will be deemed to alter, diminish or expand in any manner whatsoever any of the provisions of, or any of the rights and obligations of the Parties under the Asset Purchase Agreement, and this Agreement is subject to all of the terms, conditions and limitations set forth in the Asset Purchase Agreement. Nothing in this Agreement is intended to create any broader obligations of the Parties than those contemplated in the Asset Purchase Agreement or shall be deemed to release the Company or the Purchaser in any way from any of their respective obligations under the Asset Purchase Agreement other than those performed by this Agreement. In the event of any conflict between the Asset Purchase Agreement and this Agreement, the Asset Purchase Agreement will control.

4. Miscellaneous.

(a) Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the conflict of laws rules of such state.

(c) Assignability. Neither the rights nor the obligations of any Party to this Agreement may be transferred or assigned without the prior written consent of the other Party hereto, except that (i) the Purchaser may assign any of its rights under this Agreement to any Affiliate, or any purchaser of all or substantially all of the assets or capital stock of the Purchaser and (ii) the Purchaser and its Affiliates may assign their rights under this Agreement to any of their financing sources as collateral security.

(d) Binding Effect; Third Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and, if applicable, permitted assigns. Each Party intends that this Agreement shall not benefit or create any right or cause of action in any Person other than the Parties hereto.

(e) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement, and the execution of a counterpart of the signature page to this Agreement shall be deemed the execution of a counterpart of this Agreement. Counterparts of this Agreement may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(f) Amendments. This Agreement may be amended, modified or waived only by a written agreement signed by the Company, the Member, and the Purchaser. With regard to any power, remedy or right provided in this Agreement or otherwise available to any Party, (i) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving Party, (ii) no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise or other indulgence, and (iii) waiver by any Party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

(g) Further Assurances. The Purchaser, the Member, and the Seller hereby agree to take any and all additional actions and to execute, acknowledge and deliver any and all documents that the other party hereto may reasonably request in order to effect the intent and purposes of the Assignment and the transactions contemplated hereby.

[Signatures on following page(s)]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered on the day and year first above written.

PURCHASER:

PARKSON CORPORATION

DocuSigned by:

By: 711951260241461
Name: Michael Hill
Title: President

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered on the day and year first above written.

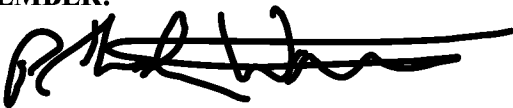
COMPANY:

SCHREIBER LLC

By: 

Name: P. Thacher Worthen, Jr.
Title: President and CEO

MEMBER:



P Thacher Worthen, Jr.

Exhibit A
Intellectual Property Assignment Agreement

I. Patents

Title	Country Name	Serial No.	Filed Date	Patent No.	Issue Date	Status	Next Deadline
Improved Biological Nutrient Removal Process and Process Control System for Same	United States	12/146,371	06/25/2008	7,544,299	06/09/2009	Issued	3 rd maint fee due by 06/09/2021
Improved Methods for Cleaning Filtration System Media	United States	16/077,631	08/13/2018	10,864,465	12/15/2020	Issued	1 st maint fee due by 06/15/2024
Improved Methods for Cleaning Filtration System Media	Canada	3,014,589	03/20/2017			Pending	Amnunity due 03/20/2021
Improved Methods for Cleaning Filtration System Media	European Patent Convention	17767710.1	03/20/2017			Published	Amnunity due 03/20/2021 Response to Office action due 03/30/2021
Improved Methods for Cleaning Filtration System Media	United States	17/120,537	12/14/2020			Pending	Not yet examined; filed with a placeholder claim; updated claims need to be submitted

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Biological Nutrient Removal Process and Process Control for Same	United States	12/146,362	6/25/2008	7,799,223	9/21/10	Expired	
Process for Filtering a Fluid with a Compressible Filtration Media	United States	12/117,249	5/8/2008	7,572,383	8/11/09	Expired	
Biological Nutrient Removal Process and Process Control System for Same	United States	11/361,403	2/24/2006	7,416,669	8/26/08	Expired	
High Rate Filtration System	United States	10/661,349	9/12/2003	7,374,676	5/20/2008	Expired	

Exhibit A
Intellectual Property Assignment Agreement

II. Registered Trademarks:








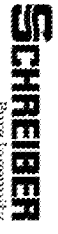



Country Name	Mark	App. No.	File Date	Reg. No.	Reg. Date	Status	Next Action
United States	 SCHREIBER FLEX	76-268,420	6/8/2001	2,624,262	9/24/2002	Registered	Renewal due 09/24/2022
United States	 SCHREIBER	73-748,528	8/26/1988	1,535,177	4/18/1989	Registered	Renewal due 04/18/2029
United States	 FUZZY FILTER	74-635,816	2/17/1995	2,162,319	6/2/1998	Registered	Renewal due 06/02/2028
United States	 SCHREIBER Pure Integrity	87-011,241	04/22/2016	5,675,652	02/12/2019	Registered	Affidavit of Use due 02/12/2025
United States	COUNTER CURRENT	73-748,542	8/26/1988	1,565,756	11/14/1989	Registered	Renewal due 11/14/2029
United States	 SCHREIBER Fuzzy Filter	86-001,626	7/3/2013	4,658,362	12/23/2014	Registered	Renewal due 12/23/2024
United States	 FUZZY FILTER	86-001,633	7/3/2013	4,658,363	12/23/2014	Registered	Renewal due 12/23/2024
United States	 CSR	86-002,036	7/3/2013	4,661,815	12/30/2014	Registered	Renewal due 12/23/2024
United States	 SCHREIBER Pure Integrity	86-002,044	7/3/2013	4,658,365	12/23/2014	Registered	Affidavit of Use due by 06/23/2021
United States	 SCHREIBER FlexControl	87-943,599	5/31/2018	5,753,116	5/14/2019	Registered	Affidavit of Use due 05/14/2025
Canada	 FUZZY*FILTER	0885650	7/28/1998	526651	4/17/2000	Registered	Renewal due 04/17/2030
Mexico	 FUZZY*FILTER	233187	5/30/1995	549809	5/29/1997	Registered	Renewal due 05/30/2025
United	BIO-REEL	74-113,207	11/7/1990	1,681,103	3/31/1992	Registered	Renewal due

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States								
United States	SCHREIBER IMPROVING WATER THROUGH TECHNOLOGY	75-798,517	9/14/1999	2,700,733	3/25/2003	Registered	03/31/2022	Renewal due 03/25/2023
United States	HYDRO GRID	75-164084	9/11/96	2,201,883	11/3/98	Expired		
United States	CLEAN SQUEEZE	75-131396	7/9/96	2,198,841	10/20/98	Expired		

III. Unregistered Trademarks

- a. Schreiber Cleanscreens
- b. Schreiber Grit & Grease
- c. Systematic Solutions Approach

IV. Internet Domain Names

- a. Fuzzyfilter.com
- b. Schreiber-water.com

V. Other Proprietary Information

- a. Equipment sizing and design calculations, including but not limited to, Excel-based Technical Solutions Calculations (“TSC”), calculation documentation, training materials, and source materials.

VI. Miscellaneous Products, Engineering, Design, Know-How

- a. Physical Designs including but not limited to mechanical, electrical, and civil, as documented in all mediums including but not limited to engineering drawings, both standard and site-specific, product descriptions (narrative and

Exhibit A
Intellectual Property Assignment Agreement

- specification formats), concept or proposed (work in process) sketches tabulated or chart-form sizing and selection matrixes calculations and containing dimensions and performance characteristics and capabilities.
- b. Operational or Process Sequences and Strategies as contained in PLC Programs and hardwired ladder logic and/or described in Descriptions of Operations and electrical Schematics, and the Design-Basis Manuals which accompany them. (Examples include but are not limited to the range of operational protocols developed in CSR Firmware.)
 - c. Manufacturing and Assembly techniques and procedures, both documented and collectively known without documentation, that are unique and integral to proper function of Schreiber's technologies.
 - d. All Design, Operational sequences, and manufacturing techniques sited above are associated with the following products -
 - i. Archimedes Screw Pumps
 1. Open Flight
 2. Closed Flight
 - ii. Bar Screen
 - iii. Fine Screen
 - iv. Grit and Grease Removal System
 1. Fluid
 2. Blade Skim
 - v. Grit Classifier
 - vi. Grease Thief
 - vii. CSR. All embodiments including but not limited to -
 1. GR
 2. GRO
 3. GRZ
 4. GRDZ
 - viii. Clarifiers. All embodiments including but not limited to -
 1. Bridge Types
 2. Beam Types
 - ix. Fuzzy Filter – Atmospheric. All embodiments including but not limited to -
 1. Square-Tank Based
 2. Round-Tank Based
 3. Standard and Title 22 Use
 4. Gen II

Exhibit A
Intellectual Property Assignment Agreement

- x. Fuzzy Filter – Pressurized. All embodiments including but limited to –
 - 1. Skid-mounted
 - 2. Trailer-mounted
 - 3. Standard commercial
- xi. Washer Compactor
- e. Contemplated or envisioned designs for all the aforementioned as documented below -
 - i. Aeration
 - 1. Liquid Ice Inhibitor Application System
 - 2. Reactor Mixing Improvements (VFD, Pump, Drive Plate Improve)
 - ii. Grit and Grease
 - 1. Grit and Grease Design Improvements
 - 2. Grease Isolator/ Grease Thief
 - iii. Fuzzy Filter
 - 1. Pressure Filter - Commercial Product Line
 - 2. Fuzzy Filter Media Development
 - 3. FF Wash Optimization
 - 4. Horizontal Fuzzy Filter
 - 5. Moving Plate Down-Flow Fuzzy Filter
 - 6. Out-Of-Vessel / Off-Line Media Wash