

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634590

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AQUATECH INTERNATIONAL, LLC		02/16/2021	Limited Liability Company: DELAWARE
QUA GROUP, LLC		02/16/2021	Limited Liability Company: PENNSYLVANIA
AQUATECH INTERNATIONAL SALES CORPORATION		02/16/2021	Corporation: DELAWARE
AQUATECH ENERGY SERVICES, LLC		02/16/2021	Limited Liability Company: DELAWARE
ALVEUS HOLDINGS, INC.		02/16/2021	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	300 FIFTH AVENUE
Internal Address:	THE TOWER AT PNC PLAZA
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	BANK, UNITED STATES: PENNSYLVANIA

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	3865317	QUA
Registration Number:	3865315	FEDI
Registration Number:	3951435	FEDI
Registration Number:	4227551	MOMIX
Registration Number:	4170900	MOPRESS
Registration Number:	4008958	MOTREAT
Registration Number:	3817527	MOVAP
Registration Number:	3925174	Q-SEP
Registration Number:	4484945	SMARTMOD
Registration Number:	3367204	WATERTRAK

OP \$1340.00 3865317

Property Type	Number	Word Mark
Registration Number:	4555340	CERAQ
Registration Number:	4736242	ENVIQ
Registration Number:	4588280	BIOQ
Registration Number:	4512823	AQUAMBBR
Registration Number:	4546149	CHEMSOL
Registration Number:	4660156	MEMGARD
Registration Number:	4696411	HEVAP
Registration Number:	4566301	MODULAR TO THE MAX
Registration Number:	5751342	LOWATT
Registration Number:	4675616	MOSUITE
Registration Number:	4865474	AQUATECH
Registration Number:	4857792	AQUATECH
Registration Number:	5049163	EXPOL
Registration Number:	5121695	AQUAEZ
Registration Number:	4951306	QUA PURE TECHNOLOGY
Registration Number:	5059666	RECOMAX
Registration Number:	5045724	AQUAR2RO
Registration Number:	5658747	ZLDONE
Registration Number:	5585599	LOWATT
Registration Number:	5658748	ZLDONE
Serial Number:	87670112	ACP
Serial Number:	88134799	AVMD
Serial Number:	87933235	BIOCORE
Serial Number:	87603888	ECTR
Serial Number:	86341843	TOWERTRAK
Serial Number:	86302918	OTF
Serial Number:	87603880	EDE
Serial Number:	86413492	AQUATECH FROM INNOVATION FLOWS LEADERSHI
Serial Number:	87035293	EMZLD
Serial Number:	87893183	ENRF
Serial Number:	87035260	HIPVAP
Serial Number:	88317057	MODAF
Serial Number:	88655018	OSMOCLEANSE
Serial Number:	90466403	BIOFILMPRO
Serial Number:	90399041	HIPVAP
Serial Number:	90266474	SBC
Serial Number:	90254910	EMZLD
Serial Number:	90018771	DESALMOD

Property Type	Number	Word Mark
Serial Number:	90018763	R3MOD
Serial Number:	90095318	SEANOX
Serial Number:	90018783	CERASOFT
Serial Number:	88564363	ARRO
Serial Number:	88948496	CRRO (CONCENTRATE RECYCLE REVERSE OSMOSI

CORRESPONDENCE DATA

Fax Number: 4125621041

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: 412-562-1893

Email: bryan.opalko@bipc.com

Correspondent Name: BRYAN H. OPALKO

Address Line 1: 501 Grant Street, Suite 200

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0011046-302488
NAME OF SUBMITTER:	SUSAN A. HILBURG
SIGNATURE:	/SUSAN A. HILBURG/
DATE SIGNED:	03/25/2021

Total Attachments: 18

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EXECUTION VERSION

**SECOND AMENDED AND RESTATED
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This Second Amended and Restated Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of February 16, 2021 is entered into by and among each of the undersigned pledgors listed on the signature pages hereto and each of the other persons bound hereby from time to time by joinder, assumption or otherwise (each a "Pledgor" and collectively the "Pledgors"), and PNC BANK, NATIONAL ASSOCIATION, as Agent (the "Agent") for the Banks (as defined below).

WHEREAS, pursuant to (i) that certain Second Amended and Restated Credit Agreement (Domestic) dated as of December 22, 2016, by and among the AQUATECH INTERNATIONAL, LLC (the "Borrower"), the Guarantors now or hereafter party thereto; the Agent and the financial institutions now or hereafter party thereto (the "Domestic Banks") (as further amended, restated, modified, or supplemented from time to time hereafter, the "Domestic Credit Agreement"); and (ii) that certain Amended and Restated Credit Agreement (Export- Related – Fast Track) dated as of December 22, 2016, by and among the Borrower, the Guarantors now or hereafter party thereto; the Agent and the financial institutions now or hereafter party thereto (the "Export-Related Banks"; together with the Domestic Banks, the "Banks") (as further amended, restated, modified or supplemented from time to time hereafter, the "Export Credit Agreement"; and the Export Credit Agreement together with the Domestic Credit Agreement shall be referred to herein each as a "Credit Agreement" and collectively as the "Credit Agreements"); Agent and the Banks have agreed to provide certain loans to the Borrower, and the Borrower as a Pledgor, along with the other Pledgors have agreed, among other things to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreements and (ii) the rules of construction set forth in Section 1.2 of the Credit Agreements shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights

corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate; provided, that in the case of any trademark application that is an intent-to-use application, such application shall only be deemed to be included among "Patents, Trademarks and Copyrights" once the application in question has been converted to a regular registration.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising "Obligations" as such term is defined in the Domestic Credit Agreement (the "Domestic Obligations"), and the "Obligations" as such term is defined in the Export Credit Agreement (the "Export Obligations"; and together with the Domestic Obligations, collectively the "Obligations") of each and every Pledgor to the Agent, the Banks, or any IRH Provider under the Credit Agreements or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Agent, the Banks, or any of IRH Provider, now existing or hereafter incurred under the Credit Agreements or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Agent or any Bank; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Agent or any of the Banks, or any IRH Provider, arising out of any Bank-Provided Hedge Agreements; and (iv) any sums advanced by the Agent or the Banks or which may otherwise become due pursuant to the provisions of the Credit Agreements, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt. Notwithstanding anything to the contrary contained herein, Debt shall specifically exclude any and all Excluded Hedge Liabilities.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants, and conveys a security interest to Agent, for itself and the benefit of the Banks and their respective affiliates, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor, or to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Agent; and

(j) such Pledgor shall preserve as a corporation, partnership or a limited liability company, as applicable existence and except as permitted by the Credit Agreements, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets,

4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Agent and the Banks to make the Loans, and that the Agent and the Banks are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower, itself and the other Pledgors. The

Agent and the Banks, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Agent and the Banks, or any of them, shall not be a defense to any action the Agent and the Banks, or any of them, may elect to take against any Pledgor. Each of the Banks and the Agent hereby reserves all rights against each Pledgor.

5. Each Pledgor agrees that, until all of the Debt shall have been indefeasibly satisfied in full, the Commitments have terminated and the Letters of Credit have expired, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without Agent's prior written consent which shall not be unreasonably withheld except Pledgors may license technology in the ordinary course of business without the Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

6. If, before the Debt shall have been indefeasibly satisfied in full and the Commitments have terminated and the Letters of Credit have expired or been terminated, each Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to Agent prompt notice thereof in writing. Each Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreements, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Agent to make, constitute, and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. At such time as Pledgors shall have indefeasibly paid in full all of the Debt and the Commitments shall have terminated and the Letters of Credit have expired, this Agreement shall terminate and Agent shall execute and deliver to Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgor's full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors within fifteen (15) days of demand by Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the respective Credit Agreements.

11. Each Pledgor shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full and the Commitments shall have terminated, and the Letters of Credit have expired, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgors. No Pledgor shall abandon any Patent or Copyright without the consent of Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right, with the consent of Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Agent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all

damages, costs and expenses, including reasonable legal fees, incurred by Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between Pledgors and Agent, nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreements or other Loan Documents shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a Subsequent Event of Default.

14. All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreements or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

15. All of the Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreements or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Bank Provided Hedge Agreements or by Law, and the Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

(a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) Without limitation of the preceding Subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Agent or any of the Banks or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

(i) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents and the Bank Provided Hedge Agreements and the value of the benefits described in Paragraph 27 hereof, including (and to the extent not inconsistent

with applicable federal and state laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or the Bank Provided Hedge Agreements, or

(ii) the excess of (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state laws governing the insolvency of debtors as in effect on the date hereof.

(c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

17. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 6 and Paragraph 28 hereof with respect to additions and supplements to Schedule A hereto.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

20. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles

21. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Pennsylvania State or Federal Court sitting in Pittsburgh, Pennsylvania, in any action or proceeding arising out of or relating to this Agreement, and Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania State or Federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the "Process Agent") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to any of

the Pledgors in care of the Process Agent at the Process Agent's address, and each of the Pledgors hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided by law. Each Pledgor further agrees that it shall, for so long as any Commitment or any obligation of any Loan Party to the Bank remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 21. The Process Agent is Aquatech International, LLC, with an office on the date hereof at One-Four Coins Drive, Canonsburg, Pennsylvania 15317. Each Pledgor shall produce to the Agent evidence of the acceptance by Process Agent of such appointment.

22. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Agent or any Bank of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

23. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR AND EACH OF THE COMPANIES HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

24. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in the Credit Agreements.

25. The Banks and all Pledgors recognize, acknowledge and agree that the Agent hereunder is "Collateral Agent" under each of the Domestic Credit Agreement and the Export Credit Agreement, and that after the occurrence of an Event of Default and during the continuance of an Event of Default, the Agent shall apply all amounts collected or received by the Agent under this Agreement on account of the Obligations, as provided for in the Credit Agreements and in the Master Guarantee Agreement (as such term is defined in the Export Credit Agreement). Domestic Collateral (as such term is defined in the Export Credit Agreement) shall first be applied to all Obligations outstanding under the Domestic Credit Agreement, and second (to the extent any amounts collected or received remain) to any Obligations outstanding under the Export Credit Agreement, subject to any and all requirements mandated by Ex-Im Bank, from time to time, pursuant to the Working Capital Guarantee Program, the Master Guarantee Agreement, or otherwise. Export-Related Collateral (as such term is defined in the Export Credit Agreement) shall first be applied to all Obligations outstanding under the Export Credit Agreement, subject to any and all requirements mandated by Ex-Im Bank, from time to time, pursuant to the Working Capital Guarantee Program, the Master Guarantee Agreement, or otherwise, and second (to the extent any amounts collected or received remain) to any Obligations outstanding under the Domestic Credit Agreement. The Banks and the Loan Parties recognize, acknowledge and agree that the Agent may be required to assign certain rights hereunder to Ex-Im Bank, or to act as agent for Ex-Im Bank, and that the Agent shall have sole authority to transact with and communicate

with Ex-Im Bank in connection with the application and disposition of the Export-Related Collateral, as well as the Domestic Collateral, to the extent that it is to be applied to the Obligations outstanding under the Export Credit Agreement.

26. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the other Loan Documents, because the Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Agent its attorney in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

27. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

28. At any time after the initial execution and delivery of this Agreement to the Agent and the Banks, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Agent and the Banks a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

29. This Agreement hereby amends and restates, in its entirety, the existing Amended and Restated Patent, Trademark and Copyright Security Agreement, dated December 22, 2016 (the "Existing IP Security Agreement"), by and among the parties thereto, and the parties hereto agree and acknowledge that this Agreement is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the guarantees, liens, security interests, indebtedness, loans, liabilities, expenses, or obligations under the Existing IP Security Agreement or under the Credit Agreements or any of the other Loan Documents.


**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW]**

**[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

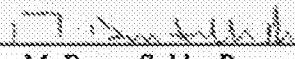
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

PLEDGORS:


AQUATECH INTERNATIONAL, LLC, a
Pennsylvania limited liability company

By:  (SEAL)
Name: Venkatesh Sharma
Title: Co-Chief Executive Officer


QUA Group, LLC

By: 
Name: M. Rama Subba Rao
Title: Secretary


AQUATECH INTERNATIONAL SALES
CORPORATION

By: 
Name: M. Rama Subba Rao
Title: Secretary

AQUATECH ENERGY SERVICES, LLC

By: 
Name: M. Rama Subba Rao
Title: Secretary

ALVEUS HOLDINGS, INC.


By: 
Name: M. Rama Subba Rao
Title: Secretary

TRADEMARK

REEL: 007233 FRAME: 0569

**[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: John Ataman
Title: Senior Vice President

**SCHEDULE A
TO
SECOND AMENDED AND RESTATED PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

Patents:

TITLE	JURISDICTION	APPLICATION #	DATE FILED	PATENT #
ADVANCED FILTRATION DEVICE FOR WATER AND WASTEWATER TREATMENT	India	7001/DELNP/2012	Feb 9, 2011	
ADVANCED FILTRATION DEVICE FOR WATER AND WASTEWATER TREATMENT	United States	13/024,006	Feb 9, 2011	8753509
ENHANCED MEMBRANE BIOREACTOR PROCESS FOR TREATMENT OF WASTEWATER	China	201680024660.0	Mar 31, 2016	
ENHANCED MEMBRANE BIOREACTOR PROCESS FOR TREATMENT OF WASTEWATER	India	201717034992	Mar 31, 2016	
ENHANCED MEMBRANE BIOREACTOR PROCESS FOR TREATMENT OF WASTEWATER	Mexico	MX/a/2017/012623	Mar 31, 2016	
ENHANCED MEMBRANE BIOREACTOR PROCESS FOR TREATMENT OF WASTEWATER	United States	15/563,172	Mar 31, 2016	
LOW ENERGY REVERSE OSMOSIS PROCESS	China	201610983362.6	Apr 23, 2013	
LOW ENERGY REVERSE OSMOSIS PROCESS	China	201380000380.2	Apr 23, 2013	ZL201380000380.2
LOW ENERGY REVERSE OSMOSIS PROCESS	Hong Kong	17109680.7	Sep 22, 2017	
LOW ENERGY REVERSE OSMOSIS PROCESS	India	4484/DELNP/2013	Apr 23, 2013	300153
LOW ENERGY REVERSE OSMOSIS PROCESS	Oman	OM/P/2014/00231	Apr 23, 2013	
LOW ENERGY REVERSE OSMOSIS PROCESS	Qatar	QA/201410/00363	Apr 23, 2013	
LOW ENERGY REVERSE OSMOSIS PROCESS	UAE	1152/2014	Apr 23, 2013	
LOW ENERGY REVERSE OSMOSIS PROCESS	United States	14/601,788	Jan 21, 2015	
LOW ENERGY REVERSE OSMOSIS PROCESS	United States	13/989,939	Apr 23, 2013	8980100
METHOD AND APPARATUS FOR ADVANCED VACUUM MEMBRANE DISTILLATION	Australia	2016250821	Apr 22, 2016	
METHOD AND APPARATUS FOR ADVANCED VACUUM MEMBRANE DISTILLATION	Canada	2,983,645	Apr 22, 2016	
METHOD AND APPARATUS FOR ADVANCED VACUUM MEMBRANE DISTILLATION	China	201680031629.X	Apr 22, 2016	

TITLE	JURISDICTION	APPLICATION #	DATE FILED	PATENT #
METHOD AND APPARATUS FOR ADVANCED VACUUM MEMBRANE DISTILLATION	EPO	16783973.7	Apr 22, 2016	
METHOD AND APPARATUS FOR ADVANCED VACUUM MEMBRANE DISTILLATION	India	201717037332	Apr 22, 2016	
METHOD AND APPARATUS FOR ADVANCED VACUUM MEMBRANE DISTILLATION	United States	15/567,894	Apr 22, 2016	
METHOD AND APPARATUS FOR GASIFICATION WASTEWATER TREATMENT	United States	16/535,811	Aug 8, 2019	
METHOD AND APPARATUS FOR HIGH EFFICIENCY EVAPORATION OPERATION	South Africa			200503788
METHOD AND APPARATUS FOR HIGH EFFICIENCY EVAPORATION OPERATION	India			226791
METHOD AND APPARATUS FOR HIGH EFFICIENCY EVAPORATION OPERATION	Australia			2003301447
METHOD AND APPARATUS FOR HIGH EFFICIENCY EVAPORATION OPERATION	Canada			2502643
METHOD AND APPARATUS FOR HIGH EFFICIENCY EVAPORATION OPERATION	Mexico			285698
METHOD AND APPARATUS FOR HIGH EFFICIENCY EVAPORATION OPERATION	United States			8092656
METHOD AND APPARATUS FOR MITIGATING BIO FOULING IN REVERSE OSMOSIS MEMBRANES	China	201680046956.2	Aug 10, 2016	
METHOD AND APPARATUS FOR MITIGATING BIO FOULING IN REVERSE OSMOSIS MEMBRANES	India	201817003828	Aug 10, 2016	
METHOD AND APPARATUS FOR MITIGATING BIO FOULING IN REVERSE OSMOSIS MEMBRANES	Singapore	112018007361	Aug 10, 2016	
METHOD AND APPARATUS FOR MITIGATING BIO FOULING IN REVERSE OSMOSIS MEMBRANES	UAE	P6000211/2018	Aug 10, 2016	
METHOD AND APPARATUS FOR MITIGATING BIO FOULING IN REVERSE OSMOSIS MEMBRANES	United States	15/751,780	Aug 10, 2016	
METHOD AND APPARATUS FOR RECYCLING WATER	Canada	2,861,670	Dec 18, 2013	2861670
METHOD AND APPARATUS FOR RECYCLING WATER	Colombia	15-140.007	Dec 18, 2013	32455
METHOD AND APPARATUS FOR RECYCLING WATER	Kuwait	PA 117/2013	Dec 18, 2013	
METHOD AND APPARATUS FOR RECYCLING WATER	Oman	OM/P/2015/00155	Dec 18, 2013	000175
METHOD AND APPARATUS FOR RECYCLING WATER	Russian Federation	2015129480	Dec 18, 2013	2656036

TITLE	JURISDICTION	APPLICATION #	DATE FILED	PATENT #
METHOD AND APPARATUS FOR RECYCLING WATER	Saudi Arabia	515360597	Dec 18, 2013	5435
METHOD AND APPARATUS FOR RECYCLING WATER	United States	14/370,843	Dec 18, 2013	9085471
METHOD AND APPARATUS FOR SELENIUM REMOVAL FROM HIGH TDS WASTEWATER	United States	16/201,397	Nov 27, 2018	10773985
METHOD AND APPARATUS FOR SELENIUM REMOVAL FROM HIGH TDS WASTEWATER	United States	15/433,894	Feb 15, 2017	10173914
METHOD AND APPARATUS FOR SODIUM CHLORIDE RECOVERY FROM A MIXED SALT STREAM	United States	16/372,936	Apr 2, 2019	
METHOD FOR PREPARING AN ION EXCHANGE MEDIA	China	200380104669.5	Oct 16, 2003	ZL200380104669.5
METHOD FOR PREPARING AN ION EXCHANGE MEDIA	Czech Republic	03809106.2	Oct 16, 2003	1578520
METHOD FOR PREPARING AN ION EXCHANGE MEDIA	United States			7163964
METHOD FOR PREPARING AN ION EXCHANGE MEDIA	United States	11/636,795	Dec 11, 2006	7705061
METHOD FOR PREPARING AN ION EXCHANGE MEDIA	India			220583
METHOD FOR PREPARING AN ION EXCHANGE MEDIA	Japan			4503439
METHOD OF PRODUCTION OF HIGH PRESSURE STEAM FROM PRODUCED WATER WITH ZERO LIQUID DISCHARGE	United States			7591309
METHOD OF PRODUCTION OF HIGH PRESSURE STEAM FROM PRODUCED WATER WITH ZERO LIQUID DISCHARGE	Canada			2547503
METHOD FOR PRODUCTION OF HIGH PURITY DISTILLATE FROM PRODUCED WATER FOR GENERATION OF HIGH PRESSURE STEAM	Canada	2,721,705	Aug 5, 2010	2721705
METHOD FOR PRODUCTION OF HIGH PURITY DISTILLATE FROM PRODUCED WATER FOR GENERATION OF HIGH PRESSURE STEAM	China	201510436086.7	Aug 5, 2010	ZL201510436086.7
METHOD FOR PRODUCTION OF HIGH PURITY DISTILLATE FROM PRODUCED WATER FOR GENERATION OF HIGH PRESSURE STEAM	China	201080001372.6	Aug 5, 2010	ZL201080001372.6
METHOD FOR PRODUCTION OF HIGH PURITY DISTILLATE FROM PRODUCED WATER FOR GENERATION OF HIGH PRESSURE STEAM	Kuwait	PA 149/2014	Oct 30, 2014	
METHOD FOR PRODUCTION OF HIGH PURITY DISTILLATE FROM PRODUCED WATER FOR GENERATION OF HIGH PRESSURE STEAM	United States	13/909,639	Jun 4, 2013	8776879

TITLE	JURISDICTION	APPLICATION #	DATE FILED	PATENT #
METHOD FOR PRODUCTION OF HIGH PURITY DISTILLATE FROM PRODUCED WATER FOR GENERATION OF HIGH PRESSURE STEAM	United States	12/851,165	Aug 5, 2010	8469091
METHOD FOR PURIFICATION OF WASTEWATER STREAMS FROM COAL GASIFICATION	China	201810252344.X	Mar 26, 2018	
METHOD FOR RECYCLING DEOILED WATER USING COUNTERFLOW FALLING-FILM EVAPORATORS	Australia	2011344109	Dec 12, 2011	2011344109
METHOD FOR RECYCLING DEOILED WATER USING COUNTERFLOW FALLING-FILM EVAPORATORS	Canada	2,821,118	Dec 12, 2011	2821118
METHOD FOR RECYCLING DEOILED WATER USING COUNTERFLOW FALLING-FILM EVAPORATORS	United States	13/323,083	Dec 12, 2011	9120685
METHOD FOR TREATMENT AND PURIFICATION OF SEAWATER TO RECOVER HIGH PURITY SODIUM CHLORIDE FOR INDUSTRIAL USAGE	China	201080022085.3	May 20, 2010	ZL201080022085.3
METHOD FOR TREATMENT AND PURIFICATION OF SEAWATER TO RECOVER HIGH PURITY SODIUM CHLORIDE FOR INDUSTRIAL USAGE	Saudi Arabia	110310429	May 22, 2010	3653
METHOD OF TREATING HIGH STRENGTH WASTEWATER BY ANAEROBIC BIO REACTOR	China	201780065016.2	Oct 23, 2017	
METHOD OF TREATING HIGH STRENGTH WASTEWATER BY ANAEROBIC BIO REACTOR	India	201917015434	Oct 23, 2017	
METHOD OF TREATING HIGH STRENGTH WASTEWATER BY ANAEROBIC BIO REACTOR	United States	16/343,537	Oct 23, 2017	
METHOD FOR TREATMENT OF HIGH PH SILICA BRINES	United States	12/167,481	Jul 3, 2008	8062530
METHOD FOR TREATMENT OF HIGH PH SILICA BRINES	Canada	2,692,961	Jul 3, 2008	2692961
NEUTRALIZATION AND PRECIPITATION OF SILICA FROM HIGH PH BRINES	Canada	2,783,855	Aug 1, 2012	2783855
PREPARATION OF HIGH PERFORMANCE ULTRA FILTRATION HOLLOW MEMBRANE	India	1369/DEL/2008	Jun 10, 2008	300297
PREPARATION OF HIGH PERFORMANCE ULTRA FILTRATION HOLLOW FIBER MEMBRANE	United States	13/354,664	Jan 20, 2012	8424688
PREPARATION OF HIGH PERFORMANCE ULTRA FILTRATION HOLLOW FIBER MEMBRANE	United States	12/481,909	Jun 10, 2009	8104624

TITLE	JURISDICTION	APPLICATION #	DATE FILED	PATENT #
PROCESS FOR COAGULATION OF TRANSPARENT EXOPOLYMERS	United States	62/984,993	Mar 4, 2020	
PROCESS FOR PURIFICATION OF PRODUCED WATER	Canada	2,809,799	Mar 18, 2013	
PROCESS FOR PURIFICATION OF PRODUCED WATER	United States	15/671,625	Aug 8, 2017	10538445
PROCESS FOR PURIFICATION OF PRODUCED WATER	United States	13/838,352	Mar 15, 2013	9738553
REJECT RECOVERY REVERSE OSMOSIS	India	2410/DEL/2014	Aug 25, 2014	
SALT PRODUCTION FROM WASTEWATER	United States	16/207,908	Dec 3, 2018	
SPLIT FLOW EDI APPARATUS FOR TREATING SECOND PASS RO PERMEATE WATER WITH HIGH FLOW RATE	China	201711399517.2	Oct 3, 2011	
SPLIT FLOW EDI APPARATUS FOR TREATING SECOND PASS RO PERMEATE WATER WITH HIGH FLOW RATE	India	2927/DELNP/2013	Oct 3, 2011	
SPLIT FLOW EDI APPARATUS FOR TREATING SECOND PASS RO PERMEATE WATER WITH HIGH FLOW RATE	United States	13/251,677	Oct 3, 2011	9095822
FRACTIONAL DEIONIZATION PROCESS	United States			6,896,814
FRACTIONAL DEIONIZATION PROCESS	Mexico			242,205
FRACTIONAL DEIONIZATION PROCESS	China			ZL 02827253.6
FRACTIONAL DEIONIZATION PROCESS	India			228622
FRACTIONAL DEIONIZATION PROCESS	United States			7,338,600
FRACTIONAL DEIONIZATION PROCESS	Hong Kong			8105321.1
WATER TREATMENT PROCESS	Australia	2013356476	Nov 21, 2013	2013356476
WATER TREATMENT PROCESS	Canada	2,893,202	Nov 21, 2013	
WATER TREATMENT PROCESS	China	201810177225.2	Nov 21, 2013	
WATER TREATMENT PROCESS	India	4834/DELNP/2015	Nov 21, 2013	
WATER TREATMENT PROCESS	United States	14/650,422	Nov 21, 2013	

Trademarks:

1. QUA – Reg. No. 3,865,317 (Registered 10/19/10)
2. FEDI – Reg. No. 3,865,315 (Registered 10/19/10)
3. FEDI – Reg. No. 3,951,435 (Registered 4/26/11) (US)
4. ACP – Serial No. -87/670,112
5. AVMD – Serial No. 88/134,799
6. MoMix – Reg. No. 4,227,551 (Registered 10/16/12)
7. MoPress – Reg. No. 4,170,900 (Registered 7/10/12)
8. MoTreat – Reg. No. 4,008,958 (Registered 8/9/11)
9. MoVap – Reg. No. 3,817,527 (Registered 7/13/10)
10. Q-Sep – Reg. No. 3,925,174 (Registered 3/1/11)
11. SmartMod – Reg. No. 4,484,945 (Registered 2/18/14)
12. Watertrak – Reg. No. 3,367,204 (Registered 1/8/08)
13. CERAQ – Reg. No. 4,555,340 (Registered 6/24/14)
14. BIOCORE – Serial No. 87/933,235
15. ENVIQ – Reg. No. 4,736,242 (Registered 5/12/15)
16. BIOQ – Reg. No. 4,588,280 (Registered 8/19/14)
17. AQUAMBBR – Reg. No. 4,512,823 (Registered 4/8/14)
18. CHEMSOL – Reg. No. 4,546,149 (Registered 6/10/14)
19. ECTR – Serial No. 87/603,888
20. MEMGARD – Reg. No. 4,660,156 (Registered 12/23/14)
21. HEVAP – Reg. No. 4,696,411 (Registered 3/3/15)
22. MODULAR TO THE MAX – Reg. No. 4,566,301 (Registered 7/15/14)
23. LOWATT – Serial No. 88/176,232, Reg. No. 5,751,342
24. MOSUITE – Reg. No. 4,675,616 (Registered 1/20/15)
25. TOWERTRAK – Serial No. 86/341,843
26. OTF – Serial No. 86/302,918
27. EDE - Serial No. 87/603,880
28. AQUATECH – Reg. No. 4,865,474
29. AQUATECH – Reg. No. 4,857,792
30. AQUATECH FROM INNOVATION FLOWS LEADERSHIP – Serial No. 86/413,492
31. EMZLD – Serial. No. 87/035,293
32. EXPOL – Reg. No. 5,049,163
33. AQUAEZ – Reg. No. 5,121,695
34. QUA PURE TECHNOLOGY – Reg. No. 4,951,306
35. RECOMAX – Reg. No. 5059666
36. AQUAR2RO – Reg. No. 5,045,724
37. ZLDONE (with design) – Reg. No. 5,658,747
38. ENRF—Serial No. 87/893,183
39. LOWATT – Reg. No. 5,585,599
40. HIPVAP – Serial No. 87/035,260
41. MODAF – Serial No. 88/317,057 (Registered 2/26/19)
42. OSMOCLEANSE – Serial No. 88/655,018
43. QUA (logo) – REG # 40790934,5 (Registered 2/6/19)
44. ZLDONE – Reg. No. 5,658,748
45. BIOFILM PRO – Serial No. 90/466,403

46. HIPVAP – Serial No. 90/399,041
47. SBC – Serial No. 90/266,474
48. EMZLD – Serial No. 90/254,910
49. DESALMOD – Serial No. 90/018,771
50. R3MOD – Serial No. 90/018,763
51. SEANOX – Serial No. 90/095,318
52. CERASOFT – Serial No. 90/018,783
53. ARRO – Serial No. 88/564,363
54. CRRO (CONCENTRATE RECYCLE REVERSE OSMOSIS) – Serial No. 88/948,496

Licenses:

1. Hero - license to offer build and sell equipment using technology covered by:
2. US patent 5,925,255
3. US patent 6,537,456
4. Chinese patent AL 97197289.3
5. Commonly referred to as “high efficiency reverse osmosis” (HERO) process.