

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778811

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900741576		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frontier Water System, LLC		07/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Evoqua Water Technologies LLC		
Street Address:	210 Sixth Avenue Suite 3300		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5060464	SEHAWK	
Registration Number:	4763146		
Serial Number:	88514815	NITEHAWK	
Registration Number:	5846647	BIOELIX	
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>			
Phone:	19786147432		
Email:	susan.wright@evoqua.com		
Correspondent Name:	Susan Wright		
Address Line 1:	558 Clark Road		
Address Line 4:	Tewksbury, MASSACHUSETTS 01876		
ATTORNEY DOCKET NUMBER:	GM-2936		
NAME OF SUBMITTER:	Susan Wright		
SIGNATURE:	/Susan Wright/		
DATE SIGNED:	01/06/2023		

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) shall be effective on July 1, 2022 (the “Effective Date”), by and between FRONTIER WATER SYSTEMS, LLC (“Assignor”) and EVOQUA WATER TECHNOLOGIES LLC (“Assignee”).

WHEREAS, Assignor desires to transfer, assign, convey, grant and deliver to Assignee and Assignee desires to accept from Assignor the Assigned Trademarks (as defined below) pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby represent, covenant and agree as follows:

1. Assignment. On the Effective Date, Assignor does hereby irrevocably sell, assign, transfer, convey, grant and set over unto Assignee, its legal representatives, successors, and assigns, Assignor’s entire right, title, claim and interest that exists today or may exist in the future, in, to and under any and all worldwide trade names, trademarks and service marks, business names, fictitious business names, domain names and trade dress, whether registered or unregistered, and registrations and applications to register the foregoing, along with all of the goodwill of the business symbolized by the foregoing, including, without limitation, trademarks, trademark registrations and applications to register set forth in Schedule A attached hereto including any and all applications and registrations in the United States and all foreign countries which may be granted therefor and thereon and any and all intellectual property rights inherent in and appurtenant thereto (all of the foregoing collectively, the “Assigned Trademarks”). The Assigned Trademarks shall be held and enjoyed by Assignee for its own use and benefit, as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made, including all benefits, privileges, causes of action and remedies relating to, or otherwise derived from, such Assigned Trademarks, including the right to any damages accrued for infringement of the Assigned Trademarks prior to the date of this Agreement. The Assigned Trademarks are assigned with the entire business or portion thereof to which the Assigned Trademarks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

2. Acceptance of Assignment. Assignee does hereby accept on the Effective Date the assignment, transfer and conveyance of the rights and properties hereby assigned, transferred, and conveyed to it herein.

3. Further Assurances. Assignor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Agreement. Furthermore, Assignor will, at any time upon request, without further or additional consideration, but at the expense of Assignee, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such additional instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, and other documents and do all such further acts, assignments, transfers and other things as Assignee may deem necessary or desirable to transfer to Assignee the Assigned Trademarks and the goodwill appurtenant to the Assigned Trademarks, to vest and confirm in Assignee the legal title to the Assigned Trademarks, and to perfect Assignee’s enjoyment of this grant. Assignor shall render all necessary assistance in making application for any trademarks or extensions thereof,

whether in the U.S. or any foreign country, for such Assigned Trademarks, and in enforcing any rights or choses in action accruing in connection with any Assigned Trademarks, by giving testimony in any and all proceedings or transactions involving such Assigned Trademarks, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the successors, assigns and legal representatives of Assignor and Assignee. The undersigned Assignor requests that any registrations that may be granted for such Assigned Trademarks be granted to Assignee, its legal representatives, successors or assigns, as the owner of the entire right, title and interest in and to such Assigned Trademarks.

4. Recordation. Assignor hereby consents to and requests and authorizes the United States Patent and Trademark Office or any other governmental office or agency in each jurisdiction other than the United States to record this Agreement and to issue any and all trademark registration or other documents which may be granted upon any of the Assigned Trademarks in the name of Assignee, as the Assignee to the entire interest therein. Assignee shall have the right to file trademark applications for the Assigned Trademarks in any country.

5. Entire Agreement. This Agreement constitutes the final agreement between the parties with respect to the subject matter contained herein and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Agreement.

6. Amendments and Waiver. No modification, waiver or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof unless otherwise expressly provided.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

9. Severability. If any provision of this Agreement shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

10. Counterparts. This Agreement may be executed in two or more counterparts and by facsimile signature, each of which shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument.

11. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors in interest and assigns.

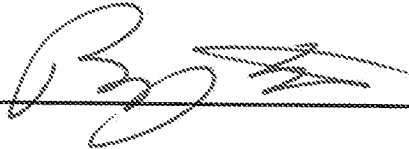
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

[Remainder of page intentionally left blank; signature page follow]

IN WITNESS WHEREOF, this Agreement has been duly executed by each of the undersigned on the date set forth below.

FRONTIER WATER SYSTEMS, LLC

Assignor

By: 

Name: Benedict J. Stas

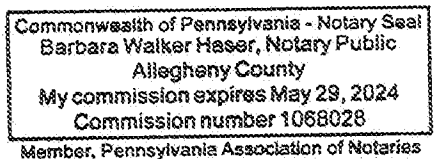
Title: Manager, Executive V.P., CFO and Treasurer

Date: June 27, 2022

Place: Pittsburgh, PA

On this 27th day of June, 2022, before me personally appeared Benedict J. Stas of Frontier Water Systems LLC known to be the person named in and who executed the attached document, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

S E A L



Notary Public



Date

June 27, 2022

My commission expires

May 29, 2024

EVOQUA WATER TECHNOLOGIES LLC

Assignee

By: [Signature]

Name: Benedict J. Stas

Title: Manager, Executive V.P., CFO and Treasurer

Date: June 27, 2022

Place: Pittsburgh, PA

On this 27th day of June, 2022, before me personally appeared Benedict J. Stas of Evoqua Water Technologies LLC known to be the person named in and who executed the attached document, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Commonwealth of Pennsylvania - Notary Seal
Barbara Walker Haser, Notary Public
Allegheny County
My commission expires May 29, 2024
Commission number 1068028
Member, Pennsylvania Association of Notaries

Notary Public

[Signature]

Date

June 27, 2022


My commission expires

May 29, 2024

TRADEMARK

REEL: 007900 FRAME: 0198

TRADEMARK SCHEDULE

TRADEMARK	COUNTRY	APP DATE	SERIAL NO	REG DATE	REG NO	STATUS
SEHAWK	United States	5/22/2015	86639785	10/11/2016	5060464	Registered
	United States	5/12/2014	86278890	6/30/2015	4763146	Registered
NiteHAWK	United States	7/15/2019	88514815			Pending
BIOELIX	United States	6/11/2018	87957515	08/27/2019	5846647	Registered

STATE OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this 13th day of September 2022, I certify that the attached document is a true, exact, complete and unaltered photocopy made by Susan Wright of the Trademark Assignment by Frontier Water Systems, LLC, with execution date of July 01, 2022.



Notary Public

