

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803920

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/30/2022

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
StormwaterRx, LLC		03/30/2023	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Newterra Corporation, Inc.
Street Address:	1555 Coraopolis Heights Road, Suite 4100
City:	Coraopolis
State/Country:	PENNSYLVANIA
Postal Code:	15108
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	6531823	FRONTLINE
Registration Number:	5512640	RECLAIMING THE WORLD'S WATER
Registration Number:	4932153	CLARA
Registration Number:	4932152	AQUIP
Registration Number:	4966226	ZINC-B-GONE
Registration Number:	4113114	RETENU
Registration Number:	3976849	PURUS
Registration Number:	3341974	STORMWATERX
Registration Number:	3670850	BUILT FOR BENCHMARKS
Registration Number:	3427568	RECLAIMING THE WORLD'S WATER

CORRESPONDENCE DATA

Fax Number: 5032260079

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: 503.226.1191

Email: mcrowther@Buchalter.com

Correspondent Name: Ernest G. Bootsma

Address Line 1: 805 S.W. Broadway, Suite 1500

Address Line 4: Portland, OREGON 97205

TRADEMARK

REEL: 008045 FRAME: 0305

900766648

CH \$265.00 6531823

NAME OF SUBMITTER:	Ernest G. Bootsma
SIGNATURE:	/Ernest G. Bootsma/
DATE SIGNED:	04/18/2023
Total Attachments: 3 source=2023.03.30 Assignment_StormwaterRX to NewTerra#page1.tif source=2023.03.30 Assignment_StormwaterRX to NewTerra#page2.tif source=2023.03.30 Assignment_StormwaterRX to NewTerra#page3.tif	

**ASSIGNMENT OF TRADEMARKS
AND
U.S. AND FOREIGN APPLICATIONS AND REGISTRATIONS THEREOF**

THIS ASSIGNMENT OF TRADEMARKS AND UNITED STATES AND FOREIGN APPLICATIONS AND REGISTRATIONS THEREOF (this "Assignment") is dated effective as of December 30, 2022 (the "Effective Date") and is made by and between STORMWATERX, LLC, an Oregon limited liability company, having a place of business located at 8912 NE Alderwood Road, Portland, Oregon 97220 (the "Assignor"), and NEWTERRA CORPORATION, INC., a Delaware corporation, having a place of business located at 1555 Coraopolis Heights Road, Suite 4100, Coraopolis, Pennsylvania 15108 (the "Assignee"). As used in this Assignment, the Assignor and the Assignee shall collectively be referred to as the "Parties" or as a "Party".

RECITALS:

A. The Assignor is the named owner of all rights, title and interest in and to the trademarks, including any registrations and applications therefore, listed and described on attached Exhibit A, which is incorporated herein by this reference (collectively, the "Trademarks").

B. On or about December 30, 2022, the Assignor merged with and into the Assignee and the Assignee was the surviving entity (the "Merger"). In connection with the Merger, the Parties filed a Certificate of Merger (the "Certificate of Merger") with the respective Secretary of State offices in Oregon and Delaware, and pursuant to the Merger, all assets and liabilities of each of the constituent companies became the assets and liabilities of the surviving entity, which was the Assignee.

C. The Assignor and the Assignee now desire to execute, deliver and record this Assignment in order to confirm the transfer of all rights, title and interest in and to the Trademarks from the Assignor to the Assignee.

ASSIGNMENT OF TRADEMARKS:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. The Assignor hereby sells, assigns, transfers, grants and otherwise conveys to the Assignee and the Assignee's successors, assigns, and legal representatives, all worldwide rights, title and interest in and to the Trademarks, including, but not limited to the all registrations and applications therefore in the United States any other jurisdiction in the world, including without limitation any and all rights therein arising under common law, and which includes the use of the Trademarks alone or in combination with other words, figures, designs or indicia, including any rights, title and interest as a service mark, trademark, trade name and all common law rights connected therewith, together with the goodwill of the business symbolized and associated by and with the Trademarks and all claims and causes of action relating to infringement of the Trademarks, including the right to collect damages for such infringements, the same to be held and enjoyed by the Assignee, for the Assignee's own use and on behalf of the Assignee's successors, legal representatives and assigns.

2. Recordation. The Assignor hereby further agrees that the Assignee has the right to record this instrument of assignment with the United States Patent and Trademark Office and with the Trademark Offices in the other countries in which any registrations have been granted or applications filed, so as to establish the Assignee as sole and exclusive owner of record of the Trademarks identified in attached Exhibit A.

3. **Further Actions.** The Assignor further agrees, at the request of the Assignee and without charge or cost to the Assignee, to: (i) execute and have executed any and all other documents of any kind whatsoever required to carry out the intent of this instrument of assignment; (ii) provide whatever information may be required to carry out the intent of this instrument of assignment; and (iii) fully cooperate with the Assignee, as may be reasonably required, to enable the Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office and the Trademark Offices in any foreign jurisdictions, whereby the Assignee's ownership of the Trademarks is duly made of record in the United States Patent and Trademark Office and in the Trademark Offices of any foreign jurisdictions.

4. **Binding Effect.** This Assignment Agreement shall be binding upon and inure to the benefit of the respective successors and assigns to each of the Parties.

5. **Governing Law.** This Assignment Agreement shall be governed by the laws of the State of Oregon, without reference to its choice of laws provisions.

6. **Counterparts.** This Assignment Agreement may be executed in one or more counterparts which, when taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as of the Effective Date set forth above.

THE ASSIGNOR:

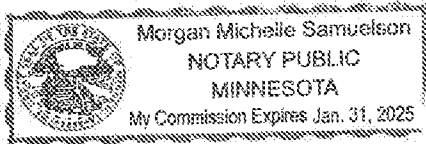
STORMWATERX, LLC,

an Oregon limited liability company

By: Kyle A. Butler

Name: Kyle A. Butler

Title: Project Manager



Subscribed and sworn to before me this 30 day of March, 2023.

Morgan Michelle Samuelson
Notary Public for Minnesota
My Commission Expires: 1/31/2025

THE ASSIGNEE:

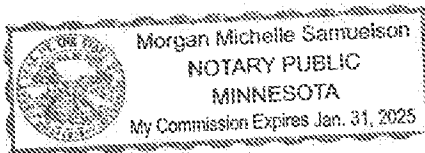
NEWTERRA CORPORATION INC.

A Delaware corporation

By: Jing Huang

Name: Jing Huang

Title: Engineering Manager



Subscribed and sworn to before me this 30 day of March, 2023.

Morgan Michelle Samuelson
Notary Public for Minnesota
My Commission Expires: 1/31/2025

EXHIBIT A

TRADEMARKS (INCLUDING REGISTRATIONS AND APPLICATIONS)

TRADEMARK	COUNTRY	SERIAL NO.	REGISTRATION NO.	FILING DATE
FRONTLINE	United States	90028479	6531823	30 June 2020
RECLAIMING THE WORLD'S WATER	United States	87703392	5512640	30 November 2017
CLARA	United States	86738196	4932153	26 August 2015
AQUIP	United States	86738186	4932152	26 August 2015
ZINC-B-GONE	United States	86639648	4966226	22 May 2015
RETENU	United States	85320225	4113114	13 May 2011
PURUS	United States	85050370	3976849	28 May 2010
STORMWATERX	United States	78892597	3341974	25 May 2006
BUILT FOR BENCHMARKS	United States	77593198	3670850	15 October 2008
RECLAIMING THE WORLD'S WATER	United States	77053405	3427568	29 November 2006
STORMWATERX	Australia	1855752	1855752	30 June 2017
ZINC-B-GONE	Australia	1986855	1986855	1 February 2019
FRONTLINE	Canada	2037769	<i>Pending</i>	2 July 2020
STORMWATERX	Canada	1845421	1046790	30 June 2017
AQUIP	New Zealand	1092782	1092782	11 May 2018
CLARA	New Zealand	1092784	1092784	11 May 2018
PURUS	New Zealand	1092785	1092785	11 May 2018
STORMWATERX	New Zealand	1070407	1070407	26 January 2017
ZINC-B-GONE	New Zealand	1092786	1092786	11 May 2018
STORMWATERX	United Kingdom	3240740	3240740	30 June 2017