

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUEZ Treatment Solutions Inc.		01/31/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Suez International		
Street Address:	Tour CB21, 16 Place De l'Iris		
City:	Paris, La Défense Cedex		
State/Country:	FRANCE		
Postal Code:	92040		
Entity Type:	Société Par Actions Simplifiée (Sas): FRANCE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4384384	DENIFOR	
Registration Number:	5013267	2PAD	
Registration Number:	2259004	MONOFLOR HD	
Registration Number:	3056853	AQUADAF	
Registration Number:	3894205	THERMYLIS	
Registration Number:	3685436	METEOR	
CORRESPONDENCE DATA			
Fax Number:	7166260366		
<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:	(716)239-4300		
Email:	esimpson@colsonlawgroup.com		
Correspondent Name:	Ellen S. Simpson		
Address Line 1:	5555 Main Street		
Address Line 4:	Williamsville, NEW YORK 14221		
ATTORNEY DOCKET NUMBER:	BA00044		
NAME OF SUBMITTER:	Ellen S. Simpson		
SIGNATURE:	/Ellen S. Simpson/		
DATE SIGNED:	07/24/2023		

OP \$165.00 4384384

Total Attachments: 16

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Trademark & Domain Name Assignment Agreement

between

SUEZ Treatment Solutions Inc. (“Assignor”)

and

Suez International (“Assignee”)

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This Trademark & Domain Name Assignment Agreement (the “**Agreement**”) is made on the 31st of January 2022

Between:

- (1) **SUEZ Treatment Solutions Inc.**, a company duly incorporated and organized under the laws of New-York with registration number 148259 and whose registered office is at 4880 Cox Road, Suite 101, Glen Allen, VA 23060, USA (the “**Assignor**”);

and
- (2) **Suez International**, a *société par actions simplifiée à associé unique* duly incorporated and organized under the laws of France with corporate registration number 569 800 873 R.C.S. Nanterre and whose registered office is at Tour CB21 16 Place de l’Iris 92040 Paris La Défense Cedex (France) (the “**Assignee**”).

The Assignor and the Assignee are hereinafter jointly referred to as the “**Parties**” and each of them as a “**Party**”.

Whereas:

- (A) Pursuant to a Share and Asset Purchase Agreement dated as of October 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**SAPA**”), by and among (i) the Assignor, (ii) Veolia Environnement, a *société anonyme* having its registered office at 21, rue la Boétie, 75008 Paris (France), registered with the Paris Trade and Companies Register under number 403 210 032 R.C.S. Paris (“**Veolia**”) and (iii) Sonate Bidco, a *société anonyme*, having its registered office at 3 boulevard de Sébastopol, 75001 Paris (France) and registered with the Paris Trade and Companies Register under number 901.644.989 R.C.S. Paris (the “**Consortium**”), each of the Assignor, Veolia and the Consortium desires that the Assignor sells, transfers and delivers, or causes the Asset Sellers to sell, transfer and deliver to the Asset Purchasers, the Carve-Out Businesses;
- (B) The SAPA contains all rights and obligations of the Assignor, Veolia and the Consortium in connection with the transfer of the Transferred IP, and this Agreement is intended to implement on a French local-level, the sale, transfer and delivery of the Transferred IP from the Assignor to the Assignee in advance of the sale, transfer and delivery of the shares in the Assignee to the Consortium in accordance with the terms set forth in the SAPA;
- (C) The Parties desire to enter into this Agreement whereby the Assignor assigns to the Assignee, and the Assignee acquires from the Assignor, the Transferred IP, in each case, upon the terms and subject to the conditions of this Agreement and the SAPA.

NOW, THEREFORE, in consideration of the premises and of the agreements herein contained and in accordance with the SAPA (including its Section 2.2), the Parties wish to consummate the transactions contemplated by the SAPA and hereby agree as follows:

1. Definitions

Capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the SAPA.

“**Agreement**” means this Trademark & Domain Name Assignment Agreement.

“**Completion**” means the effective assignment of the Transferred IP in accordance with the provisions of this Agreement.

“**Completion Date**” means the date on which the Completion occurs.

“**Consortium**” has the meaning set forth in the Preamble.

“**Domain Names**” means the domain names listed in Schedule 3 of this Agreement and including the country or regional extensions listed therein or any other domain name identical or confusingly similar to the Trademarks.

“**Law**” means any and all applicable laws, including all applicable statutes, codes, ordinances, decrees, rules and regulations, including for the avoidance of doubt any stock exchange regulation.

“**SAPA**” has the meaning set forth in the Preamble.

“**Suez SA HQ Transfer Agreement**” means the separate business transfer agreement whereby Suez SA will transfer certain Assumed Assets, with the exception of Transferred IP, and Assumed Liabilities mainly related to headquarters functions carried out by Suez SA to the Purchaser.

“**Suez Groupe**” means Suez Groupe, a *société par actions simplifiée* duly incorporated and organized under the laws of France with corporate registration number 410 118 608 R.C.S. Nanterre and whose registered office is at Tour CB21 16 Place de l’Iris – 92040 Paris La Défense Cedex, France.

“**Suez Groupe HQ Transfer Agreement**” means the separate business transfer agreement whereby Suez Groupe will transfer certain Assumed Assets, with the exception of Transferred IP, and Assumed Liabilities mainly related to headquarters functions and the CIRSEE R&D Center carried out by Suez Groupe to the Purchaser.

“**Trademarks**” means the trademarks and trademark applications set out in Schedule 1 as well as any identical trademark and trademark application filed in any country or region not listed in Schedule 1 owned by the Assignor.

“**Transferred IP**” means all rights, titles and interests in the Trademarks and the Domain Names as described in Section 2.1(a) to 2.1(c).

“**Transferred IP Assignment Price**” means the total assignment price for all the Transferred IP, amounting to two hundred and eighty-seven thousand nine hundred and thirty-eight euros (€ 287,938). This price shall be deemed as a confidential information according to Section 6.3.

“**Veolia**” has the meaning set forth in the Preamble.

2. Assignment of the Transferred IP

2.1 Upon the terms and subject to the conditions of this Agreement and of the SAPA, the Assignor shall assign to the Assignee, and the Assignee shall acquire from the Assignor, on the Completion Date, free and clear of any Lien whatsoever, in exchange for consideration set forth in Section 3.2:

- (a) all of the Assignor’s rights, titles and interests in and to the Trademarks including the absolute entitlement to any trademarks granted pursuant to any of the applications comprised in the Trademarks and the rights to claim priority from any of the foregoing applications;
- (b) the right to bring or defend proceedings and obtain relief, including the right to file for injunctive or equitable relief and to retain any and all damages recovered, in respect of any infringement or other cause of action arising from ownership of any of the Trademarks, whether occurring before, on or after the Completion Date; and

(c) all the Assignor's rights, titles and interests in, and to, the Domain Names.

- 2.2** The Completion shall take place at Closing (of the Stage 1 Perimeter, in case of a Staggered Closing), and the Completion Date shall correspond to the Closing Date (of the Stage 1 Perimeter, in case of a Staggered Closing).
- 2.3** On the Completion Date, the Parties shall execute any and all instruments and documents and otherwise take any and all actions as necessary or required under Law and this Agreement to transfer the Transferred IP in the conditions set forth under Section 6 below and consummate each of the transactions contemplated hereunder to which it is a party.
- 2.4** All matters will be deemed to take place simultaneously, and no delivery of any document or the taking of any action required to be completed or taken at or in connection with the Completion will be deemed completed or taken until all documents required to be delivered and actions required to be taken pursuant to this Agreement at or in connection with the Completion have been delivered or taken, each of such actions and deliveries being deemed to have occurred as of the Completion Date.
- 2.5** As a consequence of the assignment of the Transferred IP pursuant to this Agreement, the Assignee shall replace the Assignor in all the rights and obligations attached to the Transferred IP.

3. Undertakings of the Parties

3.1 The Assignor further undertakes:

- (a) subject to Section 7, not to exploit, directly or indirectly, the Trademarks and Domain Names or any identical or confusingly similar trademark, sign, logo, domain name or term for any reason whatsoever and on any medium whatsoever;
- (b) not to re-register or register as a trademark, company name or domain name, directly or indirectly, the Trademarks and Domain Names or any identical or confusingly similar trademark, sign, logo or term; and
- (c) without prejudice to Section 7 below, to terminate or transfer any and all licenses granted with respect to the Trademarks and Domain Names at its sole expense and at no cost for the Assignee no later than at the Closing Date.

3.2 During the "hold separate" or transition period of Section 7.7.1 of the SAPA, the Assignee shall allow the Assignor to directly manage the DNS zone of the Domain Names assigned hereunder using its own domain name technical provider. Should the Assignee require any modifications in the DNS zone of said Domain Names during the "hold separate" or transition period of Section 7.7.1 of the SAPA, the Assignee must request from the Assignor such modifications in writing to the Assignor. The Assignor shall review the proposed modifications and in the event that Assignor agrees, the Assignor will implement these accordingly. For the avoidance of doubt, during the "hold separate" or transition period of Section 7.7.1 of the SAPA, the Assignee shall not modify any content on the websites related to the Domain Names without the prior written consent of the Assignor." The Assignor shall cooperate with the Assignee to transfer the relevant Domain Names assigned hereunder to the Assignee's domain name technical provider (i.e., Systonic/ProDomains) within one month following the end of the "hold separate" or transition period of Section 7.7.1 of the SAPA.

4. Consideration

On the terms and subject to the conditions set forth herein, in consideration for the transfer of the Transferred IP, the Assignee shall pay the Transferred IP Assignment Price in euros, which amount is exclusive of any VAT. The Parties hereby acknowledge and agree that the Transferred IP Assignment Price shall be paid before the Closing Date by the Assignee to the Assignor in cash through a wire transfer of immediately available funds; for this purpose, the Assignor shall have provided the Assignee with the relevant details of the bank account to which the Transferred IP Assignment Price shall be transferred.

5. Representations and Warranties.

5.1 The Assignor makes to the Assignee the following representations and warranties as of the date hereof and as of the Completion Date:

- (i) The Assignor is a legal entity duly organized and incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation;
- (ii) The Assignor has full capacity to assign the Transferred IP;
- (iii) The execution and performance of the Agreement and the Completion have been duly authorized by all necessary corporate bodies of the Assignor and no other corporate action on the part of the Assignor is necessary for the execution and performance of the Agreement by the Assignor;
- (iv) This Agreement constitutes a legal, valid and binding obligation of the Assignor enforceable in accordance with its terms; and
- (v) The Assignor is the sole and valid full owner of the Transferred IP, their full ownership is free and clear of any Lien, license (without prejudice to Section 7), undertaking to sell, other third party claim and there exists no commitment to give or create any Lien or to grant any right on any of the Transferred IP.

5.2 The Assignee makes to the Assignor the following representations and warranties as of the date hereof and as of the Completion Date:

- (i) The Assignee is a legal entity duly organized and incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation;
- (ii) The Assignee has full capacity to purchase the Transferred IP;
- (iii) The execution and performance of the Agreement and the Completion have been duly authorized by all necessary corporate bodies of the Assignee and no other corporate action on the part of the Assignee is necessary for the execution and performance of the Agreement by the Assignee; and
- (iv) This Agreement constitutes a legal, valid and binding obligation of the Assignee enforceable in accordance with its terms.

5.3 The Parties acknowledge that none of the provisions of this Agreement shall limit or otherwise restrict the representations and warranties granted under the SAPA.

6. Further Assurance

6.1 At any time after the Completion Date, at the request of the Assignee, the Assignor shall, and shall procure that any Affiliates and shall use all reasonable endeavors to procure that any necessary third parties, execute such documents and do such acts or things as the Assignee may

reasonably require under the Law of any country for the purpose of giving to the Assignee the full benefit of all the provisions of this Agreement. The Assignor's obligations under this Section 6 shall notably include, upon request of the Assignee, any reasonable assistance provided to the Assignee for the purposes of:

- (a) registering the Assignee as applicant for, or proprietor of, the Trademarks and the Domain Names; and
- (b) bringing or defending any proceedings relating to any of the rights assigned by this Agreement.

6.2 Upon request of the Assignee, the Parties shall execute a confirmatory assignment agreement as per the example set forth under Schedule 2 or any similar confirmatory assignment agreement to satisfy the formalities prescribed by Law and/or different national and international patent & trademarks offices.

6.3 All powers shall be given to the bearer of an original or certified true and accurate copy of the confirmatory assignment agreement as per the example set forth under Schedule 2, any similar confirmatory assignment agreement as per Section 6.2 or, if the confirmatory assignment agreement is not allowed by the relevant patent & trademarks office, an original or certified true and accurate copy of this Agreement, to give effect to the formalities prescribed by Law and/or different national and international patent & trademarks offices. The original or certified true and accurate copy of this Agreement shall be redacted with respect to the confidential provisions, which shall include the Transferred IP Assignment Price, if said redaction is permitted by the patent & trademarks office before which the Agreement is being registered.

6.4 Upon request of the Assignee, the Assignor agrees to execute promptly all documents, papers, forms and authorizations and take all other actions that may be necessary or desirable to transfer the Trademarks and Domain Names as swiftly as possible after the Completion Date.

7. Brand Transition & other Licenses

The Assignor and the entities of the Suez Group shall be allowed (as the case may be) to use certain Transferred IP pursuant the terms and conditions set forth under Section 7.3, Section 7.7, Schedule 5.6 and Schedule 5.6 bis of the SAPA.

8. Conditions Precedent

8.1 The obligations of each Party under this Agreement are subject to completion of the Closing. Neither Party will have any obligation to consummate the transactions contemplated hereby if the SAPA has been validly terminated.

8.2 The Parties shall make their reasonable efforts, and shall cause their respective Affiliates to make their reasonable efforts, such that (i) the assignment of the Transferred IP as provided under this Agreement, (ii) the completion of the Suez SA HQ Transfer Agreement and the Suez Groupe HQ Transfer Agreement, shall occur simultaneously at Closing (of the Stage 1 Perimeter, in case of a Staggered Closing).

9. Miscellaneous

9.1 Taxes and formalities

- (a) The Assignor shall pay, to the competent Tax Authorities, all Transfer Taxes that may be due pursuant to the assignment of the Transferred IP. The Assignor shall be responsible for all registration and formalities with Tax Authorities required under applicable Laws, within the legally required periods.

- (b) The Assignee shall be responsible for all other registrations, publications and formalities required for the purpose of this Agreement and the effectiveness of the transactions contemplated in this Agreement, within the legally required periods and in accordance with applicable Law. All fees that may become due for the purpose of the registrations, publications and formalities to be carried out with the competent patent & trademarks offices pursuant to this paragraph shall be subject to the allocation principles described under Article 14.1.2 and Schedule 14.1 of the SAPA.
- (c) As the Transferred IP is used (“*exploité*”), the sale of the Transferred IP shall be subject to the Transfer Taxes set forth in article 719 of the French Tax Code. Accordingly, in accordance with administrative guidelines (BOI-TVA-CHAMP-10-10-30), it shall not be subject to VAT. The Assignee shall report the sale of the Transferred IP as a transfer that will be exempt from VAT pursuant to Article 257 bis of the French tax code. To this end, the Assignee further declares that it intends to operate the universality of the assets transferred and not simply to liquidate the relevant activity after the completion of this transfer. In accordance with Article 287 5. c) of the French general tax code, the Assignee agrees to indicate the Transferred IP Assignment Price (excluding VAT) on its VAT return on the line “Autres opérations non imposables”. In addition, the Assignee expressly undertakes to (i) apply VAT, wherever applicable, to all subsequent transfer of the Transferred IP and (ii) to proceed, if necessary, with any VAT regularizations provided for by article 207 of Appendix II of the French Tax Code. To the extent it is incorrectly assumed by the Assignor that no VAT is chargeable on a supply, the Parties will cooperate in adopting retroactively correcting measures.
- (d) The Assignor shall provide evidence to the Assignee that the said registration formalities referred to under paragraph (a) above have been carried out with the competent Tax Authorities within the applicable deadline.
- (e) All powers are granted to the bearer of an original, of a copy or of an extract of this Agreement to perform all the registration formalities and others publications required by applicable Laws.

9.2 SAPA This Agreement shall be construed in accordance with the terms and conditions of the SAPA. Neither the making nor the acceptance of this Agreement shall enlarge, restrict or otherwise modify any of the terms of the SAPA or constitute a waiver or release by any Party of any of their or their respective Affiliates’ liabilities, obligations or commitments imposed upon them by the terms of the SAPA, including the representations, warranties, covenants, agreements and other provisions of the SAPA. Except as expressly provided otherwise in this Agreement, nothing herein shall, or shall be deemed to, modify or otherwise affect any of the rights or obligations of the Purchaser, Veolia or the Assignor under the SAPA. In the event of any conflict between the provisions of this Agreement (including the schedules hereto), on the one hand, and the provisions of the SAPA (including the schedules thereto), on the other hand, the SAPA shall prevail to the exception of Schedules 2.1.3. (d), and 2.1.3 (h) of the SAPA.

- (b) Notwithstanding anything to the contrary in the SAPA or this Agreement, the Parties acknowledge and agree that (i) this Agreement is being entered into solely for purposes of implementing the sale, transfer and delivery of the Transferred IP, (ii) this Agreement shall not expand or limit the rights or obligations of the Assignor, Veolia, the Purchaser, or any of their respective Affiliates, beyond those provided for in the SAPA.

- (c) To the extent applicable, the Sections 14.1, 14.4 to 14.6 and 14.8 to 14.17 of the SAPA are incorporated mutatis mutandis by reference into this Agreement for all purposes as if fully set forth herein.

9.3 Notices

All notices, requests, claims, demands and other communications under this Agreement shall be made in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by facsimile (having obtained electronic delivery confirmation thereof), e-mail (having obtained electronic delivery confirmation thereof), or upon delivery by registered or certified mail (postage prepaid, return receipt requested) to the other Party as follows:

- (a) if to the Assignor,

SUEZ Treatment Solutions Inc.
Address : 4636 Somerton Road,
Trevose, PA, 19053, USA
Email: deborah.lloyd@suez.com
Attention: Deborah Lloyd

- (b) if to the Assignee,

Suez International.
Address: Tour CB 21
16 Place de l'Iris
92040 Paris La Défense Cedex 1, France
Email: philippe.andrau@suez.com
Attention: Philippe Andrau

9.4 Schedules

All schedules, or documents expressly incorporated into this Agreement, are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement.

9.5 Amendments

No modification of or amendment to this Agreement shall be valid unless in a written addendum signed by the Parties, Suez and Veolia referring specifically to this Agreement and stating the Parties', Suez's and Veolia's intention to modify or amend the same.

9.6 Governing Law and Jurisdiction

- 9.6.1 This Agreement and all matters arising out of or in connection with this Agreement, including all rights of the Parties shall be interpreted, construed and governed by and in accordance with the Laws of France, without giving effect to any choice or conflict of law provision or rule that would cause the application of the Law of any jurisdiction other than those of France.
- 9.6.2 Any dispute arising out of or in connection with this Agreement shall be submitted exclusively to an arbitral tribunal administered in accordance with the Arbitration Rules of the International Chamber of Commerce. The number of arbitrators shall be three (3), one of whom shall be nominated by the Assignor, one by the Assignee and the third of whom, who shall act as Chair, shall be nominated by the two Party-nominated arbitrators, provided that if the third arbitrator has not been nominated within thirty (30) Business Days of the nomination of the second party-

nominated arbitrator, such arbitrator shall be nominated by the International Chamber of Commerce. The seat of the arbitration shall be Paris and the proceedings shall be conducted in the English language.

9.7 Translation

This Agreement has been drafted in English. The English language shall be the definitive and controlling text of this Agreement, notwithstanding the translation of this Agreement into any other language. A free translation (*traduction libre*) into French and, as it may be further required, into other languages, will be prepared for the sole purpose of registration. In case of conflict or inconsistency between the English language version and any translation hereof made for any purpose, the English language version shall prevail the interpretation and construction hereof, and for any and all other purposes, except as may be required by applicable law.

9.8 DocuSign

The Parties:

- acknowledge and agree that this Agreement signed electronically in accordance with an advanced electronic signature process with the meaning of EC Regulation no.910/2014 of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market as proposed by DocuSign® (the “**Electronic Signature**”) shall constitute an original copy in its electronic PDF version, which has the same value than a hard paper copy pursuant to articles 1366 et seq. of the French *code civil* and which shall be enforceable as such against the Parties;
- undertake to retain such electronic copy in conditions so as to preserve its integrity and confidentiality, and not to question the validity, enforceability or evidentiary nature of the Agreement solely based on its electronic nature and the Electronic Signature;
- acknowledge and agree that the data which allow to certify the place and date of electronic signing are enforceable between the Parties; and
- acknowledge and agree that all identification items collected or used for the purpose of the Electronic Signature may be used as pieces of evidence, including the certificate of signature attached hereto and the technical process for the completion of the Electronic Signature.

[Signature page follows]

DocuSigned by:
Deborah Lloyd
E65523A1BEB4411...

SUEZ Treatment Solutions Inc.
Represented by Deborah Lloyd

DocuSigned by:
Vincent Fremin
4120B2FFAA794F2...

Suez International
Represented by Vincent Fremin

Schedule 1 Trademarks

TM	Country	Application Number	Registration Number
METHANIS	US		86066658
AQUADAF	USA	76588936	
Colombe à 3 vagues	JO	JOT170448	
Colombe à 3 vagues	JO	JOT170454	
Colombe à 3 vagues	JO	JOT170449	
Colombe à 3 vagues	JO	JOT170450	
Colombe à 3 vagues	JO	JOT170451	
Colombe à 3 vagues	JO	JOT170452	
Colombe à 3 vagues	JO	JOT170453	
DENIFOR	USA	85249436	
INFILCO DEGREMONT	JO	JOT168648	
INFILCO DEGREMONT	JO	JOT168649	
INFILCO DEGREMONT	JO	JOT168650	
INFILCO DEGREMONT	JO	JOT168651	
INFILCO DEGREMONT	JO	JOT168652	
INFILCO DEGREMONT	JO	JOT168656	
INFILCO DEGREMONT	JO	JOT168657	
INFILCO DEGREMONT	EUIPO - Union Européenne	6697783	
METEOR	EUIPO - Union Européenne	6727135	
METEOR	USA	77651367	
METEOR	Canada	1343343	
METEOR O	Canada	1382585	
METEOR WITH DEVICE	Inde	1650673	
MONOFLOR	USA	74028356	
MONOFLOR	Canada	1385722	
MONOFLOR HD	Canada	877721	
MONOFLOR HD	USA	75418433	
NEW DOVE DESIGN WITH DEVICE	Inde	1691831	
THERMYLIS	Inde	1650672	
THERMYLIS	EUIPO - Union Européenne	6690317	
THERMYLIS	USA	77260165	
THERMYLIS	Canada	1382583	

Schedule 2

Confirmatory Assignment Agreement

This Confirmatory Trademark Assignment Agreement (the "Agreement")

Between:

- (1) **SUEZ Treatment Solutions Inc.**, a company duly incorporated and organized under the laws of New-York with registration number 148259 and whose registered office is at 4880 Cox Road, Suite 101, Glen Allen, VA 23060, USA (the "**Assignor**");

and
- (2) **Suez International**, a *société par actions simplifiée à associé unique* duly incorporated and organised under the laws of France with corporate registration number 569 800 873 R.C.S. Nanterre and whose registered office is at Tour CB21 16 Place de l'Iris 92040 Paris la Défense (France) (the "**Assignee**").

The Assignor and the Assignee are hereinafter jointly referred to as the "**Parties**" and each of them as a "**Party**".

Whereas:

- (A) Pursuant to an agreement previously entered between the parties (the "**Assignment Agreement**"), the Assignor has assigned to the Assignee the trademark(s) and trademark application(s) referred to in the Appendix (the "**Trademarks**").
- (B) For the registration of the assignment of the Trademarks with the [*state the relevant patent & trademark office*], the Assignee and the Assignor hereby confirm the Assignment Agreement.

It is agreed:

1. Assignment of the Trademarks

- 1.1 The Assignor hereby confirms that it assigns, in exchange of the consideration set forth in the Assignment Agreement, to the Assignee full and complete title to the Trademarks and all rights related thereto.
- 1.2 The Assignee confirms that it accepts the entire ownership of the Trademarks and all rights associated therewith.
- 1.3 The Assignee shall have the right to bring or defend proceedings and obtain relief, including the right to file for injunctive or equitable relief and to retain any and all damages recovered, in respect of any infringement or other cause of action arising from ownership of any of the Trademarks, whether occurring before, on or after the assignment.

2. Publicity

Assignor and Assignee are each entitled to require or accomplish the formalities of registration of the assignment of the Trademarks before the competent administrations. All power shall be given to the bearer of an original or certified true and accurate copy of this Confirmatory Assignment Agreement.

3. Governing Law and Jurisdiction

This Agreement shall be governed by the same law of France cited in the Assignment Agreement.

Assignor:

by

Name: [•]

Title: [•]

Assignee:

by

Name: [•]

Title: [•]

Appendix
Trademarks

Schedule 3
Domain Names

Domain Name	Creation Date	Expiry Date
suezwatertech.com		
suezwatertechnologies.com		
suez-watertechnologies.com		
suezwatertechnologies.cc		
suezwatertechnologies.cl		
suezwatertechnologies.cm		
suezwatertechnologies.co.il		
suezwatertechnologies.com.co		
suezwatertechnologies.com.ec		
suezwatertechnologies.com.pe		
suezwatertechnologies.com.ve		
suezwatertechnologies.ec		
suezwatertechnologies.gr		
suezwatertechnologies.nu		
suezwatertechnologies.nz		
suezwatertechnologies.org.cn		
suezwatertechnologies.org.uk		
suezwatertechnologies.ws		
suezwatertechnologies.com.au		
suezwatertechnologies.ae		
suezwatertechnologies.be		
suezwatertechnologies.ca		
suezwatertechnologies.co		
suezwatertechnologies.co.in		
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