

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM167338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEROMIX SYSTEMS INCORPORATED		02/02/2024	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Company 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: 7			
Property Type	Number	Word Mark	
Registration Number:	1738997	ZEPHYR	
Registration Number:	1769250	BREEZE	
Registration Number:	3012598	HURRICANE	
Registration Number:	2483079	TWISTER	
Registration Number:	3608032	TYPHOON	
Registration Number:	3118715	MONSOON	
Registration Number:	4139290	LUMENAER	
CORRESPONDENCE DATA			
Fax Number:	6122841050		
<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:	6126779050		
Email:	docketing@stwiplaw.com,tracy.natysin@stwiplaw.com		
Correspondent Name:	Tracy Natysin		
Address Line 1:	100 South 5th Street, Suite 600		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	1015.4000101		
NAME OF SUBMITTER:	TRACY NATYSIN		
SIGNATURE:	TRACY NATYSIN		

CH \$190.00.00 74141171

DATE SIGNED:

03/04/2024

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of February 2, 2024 (this “**Assignment Agreement**”) is entered into by and between Newterra Corporation, Inc., a Delaware corporation (“**Buyer**” or “**Assignee**”) and Aeromix Systems Incorporated, a Minnesota corporation (doing business as Fluence USA) (“**Seller**” or “**Assignor**”) in connection with and pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and between Buyer and Seller. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

RECITALS

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Seller has agreed to sell, transfer, assign and convey to Buyer, and Buyer has agreed to purchase and acquire from Seller, all of Seller’s right, title and interest in and to the Purchased Assets, including the Assigned Intellectual Property Assets; and

WHEREAS, the execution and delivery of this Assignment Agreement by Seller and Buyer is a condition to the obligations of the parties to the Purchase Agreement to consummate the transactions contemplated by the Purchase Agreement;

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective as of the Closing Date, Assignor hereby irrevocably sells, transfers, assigns, sets over and conveys to the Buyer, its successors and assigns, all of Assignor’s worldwide right, title and interest in and to all Assigned Intellectual Property Assets, including without limitation all worldwide right, title and interest in and to all of the following to the extent included in the Assigned Intellectual Property Assets (but excluding for the avoidance of doubt, any Excluded Asset):

(a) patents, industrial design registrations and utility models and all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing, including the patents and patent applications identified in Exhibit A attached hereto (the “Patents”), any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors’ certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such

applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

(b) trademarks, service marks, certification marks, trade dress, trade names and logos, corporate names, fictitious business names, domain names, social media accounts and other indicia of origin, including the trademarks, trademark registrations, trademark applications and domain names identified in Exhibit A (the "Trademarks"), all registrations and applications for any of the foregoing, renewals and extensions thereof, the ongoing and existing business of Assignor to which the Trademarks pertain, all common law rights in and all goodwill associated with any of the foregoing, and any other trademark, service mark or trade dress confusingly similar to any of the foregoing;

(c) works of authorship, copyrights and design rights, mask works, software (in object code and source code form), and databases, including the copyrights, mask works and registrations and applications therefor identified in Exhibit A, all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing;

(d) ideas, inventions, invention disclosures, improvements, algorithms, data, technology, specifications, designs, drawings, images, samples, proprietary information, trade secrets, know-how, compositions, formulas, methods, processes, manufacturing techniques, customer lists, supplier lists and financial information;

(e) all other intellectual property and proprietary rights in, arising out of, in connection with or in relation to any of the foregoing, the same to be held and enjoyed by Buyer, its successors and assigns;

(f) all of Assignor's right to file patent, trademark and copyright applications in the United States and throughout the world for the Assigned Intellectual Property Assets in the name of Buyer, its successors and assigns; and

(g) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Assigned Intellectual Property Assets, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Assigned Intellectual Property Assets, and all rights corresponding thereto throughout the world for the Intellectual Property rights assigned herein.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents, trademarks or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Patents and Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1, above, including, without limitation, upon the reasonable request by Assignee, to execute and use commercially reasonable efforts to cause its current or former employees (except for the Transferred Employees) or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment Agreement, in each case, at the sole cost and expense of Assignee, and to aid Assignee or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Assigned Intellectual Property Assets in all jurisdictions and to record Assignee as owner of the Assigned Intellectual Property Assets, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives, at the sole cost and expense of Assignee. Assignor shall not assert any right, title or interest in or to any of the Assigned Intellectual Property Assets and shall not use any of the Assigned Intellectual Property Assets, except as may be expressly authorized by Assigned in writing.

4. General.

(a) Amendments. This Assignment Agreement may not be amended except by an instrument in writing signed by Buyer and Seller.

(b) Governing Law. This Assignment Agreement will be governed by the laws of the State of Delaware without giving effect to any choice or conflict of law principles of any jurisdiction.

(c) Purchase Agreement. Except as otherwise set forth in this Assignment Agreement, Seller is not transferring, selling, assigning or delivering any other asset or right of Seller or any other Person, including for the avoidance of doubt, any asset or rights arising out of or related to any Excluded Business or any Excluded Asset, except to the extent expressly included among the Purchased Assets. This Assignment Agreement is subject in all respects to the terms and conditions of the Purchase Agreement. This Assignment Agreement does not in any way modify or expand any of the representations or warranties of Seller set forth in the Purchase Agreement, but is being delivered solely to evidence the transfer of the Purchased Assets contemplated by the Purchase Agreement. If any conflict exists between the terms of this Assignment Agreement and the Purchase Agreement, the terms of the Purchase Agreement will govern and control. This Assignment Agreement is in addition to any other instruments of transfer that may be executed and delivered by Seller with respect to certain of the Purchased Assets.

(d) Counterparts; Facsimile or Electronic Signatures. This Assignment Agreement may be executed by two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single instrument. Execution and delivery of this Assignment Agreement by facsimile or electronic or email exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Assignment Agreement by such party. Such electronic copies shall constitute enforceable original documents.

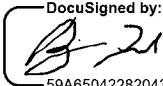
(e) Interpretation. As used herein, the term "include" "includes" and "including" means "without limitation".

(f) Binding Agreement. This Assignment Agreement shall be binding on and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

IN WITNESS WHEREOF, Seller and Buyer have executed this Assignment Agreement as of the date first above written.

SELLER:

AEROMIX SYSTEMS INCORPORATED

DocuSigned by:

By _____
59A650422820432...
Name: Benjamin Fash
Title: Authorized Person

BUYER:

NEWTERRA CORPORATION, INC.

By _____
Name: Kevin Cassidy
Title: CEO

IN WITNESS WHEREOF, Seller and Buyer have executed this Assignment Agreement as of the date first above written.

SELLER:

AEROMIX SYSTEMS INCORPORATED


By _____

Name:

Title:

BUYER:

NEWTERRA CORPORATION, INC.

By  _____

Name: Kevin Cassidy

Title: CEO

[Signature Page to Intellectual Property Assignment Agreement]

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TRADEMARK
REEL: 008360 FRAME: 0208

EXHIBIT A

Intellectual Property

Patents; Patent Applications

TYPE	TITLE	COUNTRY	DATE FILED	APPLICATION NUMBER	GRANT DATE	PATENT NUMBER	PARENT APPLICATION NUMBER	OPI PUBLICATION DATE	STATUS
Utility - ORG	APPARATUS FOR TREATMENT OF LIQUIDS	CA	Jun 17, 1988	569806	Feb 8, 1994	1326917	176188		Expired
Utility - ORG	APPARATUS FOR TREATMENT OF LIQUIDS	US	Jun 26, 1987	07066601	May 3, 1988	4741870			Expired
Design - ORG	BUBBLE DIFFUSER	US	Aug 21, 1989	07397171	Feb 25, 1992	D324279		Feb 25, 1992	Expired
Design - ORG	LIQUID AERATOR	US	Aug 21, 1989	396468	Dec 3, 1991	3221118		Dec 3, 1991	Expired
Utility - ORG	Replaceable seal module for liquid aerators	US	Dec 13, 1991	07806646	Feb 2, 1993	5183596			Expired
Utility - ORG	BEARING PROTECTION DEVICE FOR LIQUID AERATORS	US	Aug 26, 1991	07749643	Nov 3, 1992	5160667		Nov 3, 1992	Expired
Utility - ORG	HOLLOW HUB PROPELLER WITH EXTENDED DIFFUSER	US	Jun 24, 1992	07903738					Abandoned
Utility - ORG	BREEZE VOC STRIPPING SYSTEM	US	Jul 21, 1992	07918648					Abandoned
Utility - ORG	AERATOR WITH A REMOVABLE STATOR AND METHOD OF	US	Sep 9, 1996	08708799	Jun 9, 1998	5762833			Expired

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TYPE	TITLE	COUNTRY	DATE FILED	APPLICATION NUMBER	GRANT DATE	PATENT NUMBER	PARENT APPLICATION NUMBER	OPI PUBLICATION DATE	STATUS
	REPAIRING THE SAME								
Utility - ORG	FLOAT MOUNTED AERATOR HAVING A WORK DECK	US	Feb 14, 1997	08800842	Feb 9, 1999	5868091			Expired
Utility - ORG	AERATING FOUNTAIN WITH SELECTABLE NOZZLE	US	Dec 19, 1997	08994705	Aug 3, 1999	5931382			Expired
Utility - ORG	MASS TRANSFER SYSTEM	US	Apr 5, 2000	09543167	Mar 12, 2002	6355096			Expired
Utility - ORG	HORIZONTAL SURFACE AERATOR	US	Aug 10, 2001	09927152	Oct 21, 2003	6634626		Feb 13, 2003	Expired (10/21/15 Maintenance Fee)
Utility - DIV	MASS TRANSFER SYSTEM	US	Sep 28, 2001	09967135	Apr 15, 2003	6547855	09/543167		Expired
Utility - ORG	TURBOCHARGED AERATOR	US	May 12, 2004	10844593	May 23, 2006	7048260		Nov 17, 2005	Expired (5/23/18 Maintenance Fee)
Utility - ORG	WAVE GENERATOR WITH OXYGEN INJECTION FOR TREATMENT OF A BODY OF FLUID	US	Jan 7, 2003	10337475	Oct 17, 2006	7121536		Jul 10, 2003	Expired (10/17/14 Maintenance Fee)

Trademarks: Trademark Registrations; Trademark Applications

TITLE	COUNTRY	DATE FILED	APPLICATION NUMBER	STATUS	REGISTRATION NUMBER	REGISTRATION DATE
AEROMIX	AF	Mar 23, 2014	1859	Registered	16096	Feb 18, 2015
AEROMIX AND DESIGN	AU	Dec 15, 1993	618710	Registered	B618710	Dec 15, 1993
TORNADO	AU	Dec 15, 1993	618708	Registered	A618708	Dec 15, 1993
TORNADO	BX	Feb 18, 1994	822342	Registered	545490	Feb 18, 1994
AEROMIX	CA	Nov 10, 1993	741011	Registered	458310	May 31, 1996
BREEZE	CA	Apr. 3, 1992	702369	Registered	428863	June 17, 1994
TORNADO	CA	Nov 10, 1993	740983	Registered	435965	Nov 18, 1994
AEROMIX	CN	Nov 16, 2005	5006450	Registered	5006450	Oct 28, 2008
AEROMIX AND DESIGN	CN	Nov 16, 2005	5006451	Registered	5006451	Oct 28, 2008
AEROMIX AND DESIGN	DE	Mar 29, 1994	A56659	Registered	2089374	Jan 10, 1995
TORNADO	DE	Mar 29, 1994	A5665811WZ	Registered	2089374	Jan 10, 1995
TORNADO	GB	Jan 22, 1994	1560004	Registered	1560004	Jan 22, 1994
AEROMIX AND DESIGN	GB	Jan 22, 1994	1560006	Registered	1560006	Dec 9, 1994
TORNADO	IT	Jun 7, 1994	30201490262518	Registered	1605460	Jul 4, 1996
AEROMIX AND DESIGN	IT	Jun 7, 1994	30201490262517	Registered	1606056	August 27, 2014
AEROMIX	PT	May 18, 1992	283499	Registered	283499	Feb 10, 1994
AEROMIX AND DESIGN	PT	Apr 13, 1994	299525	Registered	299525	Feb 27, 1995
CYCLONE	US	Jul 9, 1990	74076457	Registered	1787442	Aug 10, 1993

TITLE	COUNTRY	DATE FILED	APPLICATION NUMBER	STATUS	REGISTRATION NUMBER	REGISTRATION DATE
ZEPHYR	US	Feb 21, 1991	74141171	Registered	1738997	Dec 8, 1992
BREEZE	US	Jan 28, 1992	74240901	Registered	1769250	May 4, 1993
HURRICANE	US	Feb 23, 2004	76576745	Registered	3012598	Nov 8, 2005
TWISTER	US	Mar 1, 1999	75652273	Registered	2483079	Aug 28, 2001
TYPHOON	US	Jul 16, 2007	76679547	Registered	3608032	Apr 21, 2009
MONSOON	US	May 21, 2014	76593457	Registered	3118715	Jul 25, 2006
LUMENAFER	US	Dec 28, 2009	76701012	Registered	4139290	May 8, 2012

Unregistered Trademarks

- Tornado
- Aeromix

Domain Names

None.

Copyrights; Copyright Registrations

None.