

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Biothane LLC		12/21/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Veolia Water Solutions & Technologies Support
Street Address:	1 place Montgolfier
Internal Address:	Immeuble L'Aquarene
City:	94417 Saint-Maurice
State/Country:	FRANCE
Entity Type:	LTD LIAB JT ST CO: FRANCE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1170077	BIOTHANE
Registration Number:	1433731	BIOBED

CORRESPONDENCE DATA

Fax Number: (919)854-2084
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 919-854-1844
 Email: jsleeper@coatsandbennett.com
 Correspondent Name: Larry L. Coats
 Address Line 1: 1400 Crescent Green
 Address Line 2: Suite 300
 Address Line 4: Cary, NORTH CAROLINA 27518

ATTORNEY DOCKET NUMBER:	6460-072,157
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

900187064

**TRADEMARK
 REEL: 004502 FRAME: 0201**

CH \$65.00 1170077

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Larry L. Coats

Signature:

/LLC/

Date:

03/22/2011

Total Attachments: 4

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DEED OF ASSIGNMENT OF TRADEMARK, DOMAIN NAMES AND PATENTS

THE PRESENT ASSIGNMENT DEED IS MADE BY AND BETWEEN ON 23 DECEMBER 2010 :

BIOTHANE LLC , a US corporation registered in the Companies Register under the n° 4624215, having its registered office located Corporation Trust Center 1209 Orange Street, Wilmington, county of new castle, 19801 Delaware, United States of America, represented by its legal representative Mr SAX Robert acting in his capacity as President thereof,

Hereafter referred as "**the Assignor**"

On the one hand,

And :

VEOLIA WATER SOLUTIONS & TECHNOLOGIES SUPPORT, a privately held joint-stock company with limited liability ("société par actions simplifiée") duly existing and registered under the laws of France, with Company Trade Registry in Créteil under No. 433 962 586 and with registered office located at l'Aquarène, 1 place Montgolfier, 94417 Saint Maurice, France, duly represented by Mr Jérôme Coutant acting in his capacity as President thereof,

Hereafter referred as "**the Assignee**",

On the other hand,

The Assignor and the Assignee are both hereafter referred as "the Parties".

Preamble:

On May, 2008 Veolia Water Solutions & Technologies (holding of the Assignee) has bought Biothane Corporation and its subsidiaries (hereinafter the "**Biothane Group**").

In December 2008, following a merger according to which Biothane LLC has merged with Biothane Corporation, the intellectual property (hereinafter "**IP**") of Biothane Corporation were registered under the name of Biothane LLC.

In the framework of a global policy group of optimization of the IP it has been decided to transfer all the IP rights owned by the companies of the Biothane Group to the Assignee.

The Assignor is the owner of several patents and patent applications in several countries (hereafter referred as "**the Patents**"). A list of the Patents is set forth in Annex 1 of the Assignment Deed.

The Assignor is also the owner of some trademark registrations in several countries/territories (hereafter referred as "**the Trademarks**"), particulars of which are detailed in the Annex 2 of the Assignment Deed.

Also, the Assignor is the owner of several domain names (hereafter referred as "the Domain Names"). A list of these Domains Names is attached herewith in annex 3 of the Assignment Deed.

Some of Patents and Trademarks stand in the name of Biothane Corporation.

The Assignee wishes to receive ownership of the Patents, Trademarks and Domain Names.

The Assignor is willing to assign the Patents, Trademarks and Domain Names to the Assignee.

Therefore, the Parties have agreed on defining terms and conditions of the Patents, Trademarks and Domain Names assignment from the Assignor to the Assignee.

Thus, it has been agreed that:

Article 1: Statements

The Assignor guarantees having the full ownership of the Patents, Trademarks and Domain Names -as listed in the Annexes 1, 2 and 3 to the present Assignment Deed, that none of them has been pledged, or granted under licence - or at least that possible licence agreements do not prevent it from transferring ownership of the Patents, Trademarks and Domain Names - and that it can freely assign them.

The Assignor undertakes to hand down to the Assignee as soon as possible all the documents relating to the Patents, Trademarks and Domain Names that could be send to it after the signature of the present Assignment Deed.

The Assignor also undertakes to provide the Assignee with or to execute all the documents that will be necessary to have the correct chain of title recorded vis-à-vis the Patents, Trademarks and Domain Names before the relevant Patent Offices and/or Registrars and/or Trademark Offices.

Article 2: Assignment

The Assignor assigns to the Assignee, who accepts it, the Patents, Trademarks and Domain Names -as listed in the Annexes 1, 2 and 3 to the present Assignment Deed.

The Parties acknowledge that the Annexes might be not exhaustive. If any patent(s), and/or trademark(s) and/or domain name(s) is/are missing in the Annexes, the Parties hereby agree that the said missing patent(s) and/or trademark(s) and/or domain name(s) will become the property of the Assignee and the Price as set out hereinafter will not change.

The Assignor undertakes not to claim any right on these Patents, Trademarks and Domain Names once the present Assignment Deed has been signed.

Article 3: Price

In consideration of the present Assignment, the Assignee will pay to the Assignor a sum of five million five hundred thousand of US dollars (USD 5,500,000), exclusive of tax.

This sum is deemed to be definitely owed to the Assignor and cannot be paid back to the Assignee, whatsoever the reason.

The sum owed to the Assignor shall be paid within a period of five (5) days from the signature of the present Assignment Deed by the Parties. The payment shall be made by the Assignee on the following bank account of the Assignor whose references are:

Biothane, LLC
JPMorgan Chase, NA
270 Park Avenue
New York, NY
Acct: 777142175
ABA: 071000013
Swift: CHASUS33

Article 4: Warranty

The Assignor only guarantees the material existence of the Patents, Trademarks and Domain Names.

Should any of the Patents, Trademarks and Domain Names be not granted or be judged invalid later on by a Court judgment, the Assignee undertakes not to claim any damages or reimbursement of the sum or a part of the sum paid to the Assignor.

Article 5: Recordal, registration and fees

5.1. Recordal of the assignment

Recordal of this assignment before the relevant registers will be done and paid by the Assignee.

Possible recordal(s) of previous transfer(s) of ownership and/or changes of name, address and/or legal form will be also done and paid by the Assignee. However, the Assignor undertakes to record previous transfer(s) of ownership and/or changes of name, address and/ or legal form should a Patent and/or Trademark Office requires it to do so and/or make it impossible to the Assignee to record such former changes it did not take part to.

Similarly, the Assignee will be in charge of the registration of this assignment before the relevant Tax Authorities.

5.2. Fees

The Assignor declares that all fees relating to the Patents, Trademarks and Domain Names, including registration fees, examination fees or renewal fees of the Patents, Trademarks and

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Domain Names that were due until the date of signature of the present Assignment deed have been duly paid by the Assignor. The Parties agree that all such fees that would be owed from the date of signature shall be paid by the Assignee.

However, fees incurred by recordals that can only be made by the Assignor as exposed under Article 5.1., shall be borne by the Assignor.

Article 6: Legal actions

The Assignor declares it has not initiated any litigation proceeding and that it is not part of any litigation proceeding relating to the Patents, Trademarks and Domain Names.

The Assignee shall be the sole person entitled to sue for infringing acts against the Patents, Trademarks and Domain Names made before this assignment.

Article 7: Choice of law and choice of courts

The present Assignment Deed shall be governed by French law.

Any litigation or challenge relating to the construction or the execution of the present Assignment Deed that could not be solved by amicable agreement between the Parties, shall be judged by the Paris High Court ("Tribunal de Grande Instance de Paris").

Article 8: Miscellaneous

8.1: Whole consent of the Parties

The present Assignment Deed represents the whole agreement between the Parties. It replaces and revokes any oral or written, whether formal or implied, agreement having the same subject matter as this Assignment Deed and having been signed by the Parties before the signature of the present Assignment Deed.

8.2: Date of enforcement

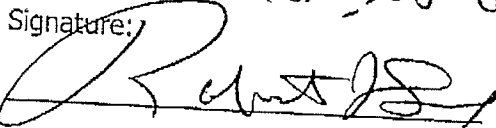
The present Assignment Deed shall take effect from the date it has been signed by both Parties.

Done in 4 original deeds copies

For the Assignor

Mr SAX Robert

Date: 21 Dec 2010
Place: Camden, NJ USA

Signature: 

For the Assignee

Mr COUTANT Jérôme

Date: 29.12.10
Place: SFA Haute - France

Signature: 