

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
GLV Finance Hungary Kft, acting through its Luxembourg branch		05/13/2011	CORPORATION: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	Ovivo Luxembourg S.a.r.l.		
Street Address:	6C, rue Gabriel Lippman		
City:	Munsbach		
State/Country:	LUXEMBOURG		
Postal Code:	L-5365		
Entity Type:	CORPORATION: LUXEMBOURG		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	85021624	BRINGING WATER TO LIFE	
Serial Number:	85117003	OVIVO	
Registration Number:	1914077	BRACKETT BOSKER	
Registration Number:	1953551	BRACKETT GREEN	
Registration Number:	2789319	CF 100	
Registration Number:	2381740	CF200	
Registration Number:	2373371	PROPAPANEL	
Registration Number:	3051371	SEWAGE BOSKER	
Registration Number:	3060699	TUNNEL BOSKER	
Serial Number:	85172660	ECOBLOX	
Registration Number:	3730817	EQUIPTECH	
Registration Number:	3766140	PAD	
Registration Number:	2572493	SCUMTRAPPR	
Registration Number:	2671782	SLUDGEVIEWR	

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Registration Number:	2158391	TRANSMAX
Registration Number:	3117585	UNR
Registration Number:	2423464	BARDENPHO
Registration Number:	1782574	BARDENPHO
Registration Number:	1863126	CASTKLEEN
Registration Number:	1994560	DENITIR
Registration Number:	1745529	EIMIX
Serial Number:	85143167	EQUAFLO 360
Registration Number:	3185941	EXCELL
Registration Number:	1664039	FLEKKLEEN
Registration Number:	1783358	FLEXSCOUR
Registration Number:	1700450	FLOCSILLATOR
Registration Number:	1835357	HYDROSEAL
Registration Number:	1855672	QUADRAKLEEN
Registration Number:	1835355	TRAC-VAC
Registration Number:	2752280	JETA
Registration Number:	2758359	JETA

CORRESPONDENCE DATA

Fax Number: (801)931-3090

Phone: 801-931-3151

Email: loretta.bogaard@glv.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Loretta Bogaard

Address Line 1: 4255 Lake Park Blvd

Address Line 2: Suite 100

Address Line 4: Salt Lake City, UTAH 84120

ATTORNEY DOCKET NUMBER:

OVIVO LUX TRADEMARKS

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Loretta Bogaard

Signature:

/loretta.bogaard/

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Date:

09/20/2011

Total Attachments: 7

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AGREEMENT ON THE ASSIGNMENT OF INTELLECTUAL PROPERTY AND LOAN RECEIVABLES

Dated as of 13 May 2011

BETWEEN: **GLV Finance Hungary Kft.**, a corporation incorporated under the laws of Hungary, acting through its Luxembourg Branch, herein acting and represented by Olivier Dorier;

(hereinafter referred to as the "**Vendor1**"),

AND: **GLV Finance Hungary Kft.**, a corporation incorporated under the laws of Hungary, herein acting and represented by Béla Kakuk and Attila Szedmák;

(hereinafter referred to as the "**Vendor2**", Vendor1 and Vendor2 are hereinafter jointly referred to as the "**Vendors**" and each as a "**Vendor**"),

AND: **Ovivo Luxembourg S.à r.l.**, a corporation incorporated under the laws of Luxembourg, herein acting and represented by Olivier Dorier;

(hereinafter referred to as the "**Purchaser**")

(individually hereinafter referred to as a "**Party**" and collectively hereinafter referred to as the "**Parties**")

- IT IS AGREED AS FOLLOWS: -

ARTICLE 1 - RECITALS

- 1.1 The Vendors agree to sell and the Purchaser agrees to purchase certain assets as further described hereunder.
- 1.2 The Vendors and the Purchaser wish to subject the said sale to the terms and conditions mentioned herein.
- 1.3 The Vendors and the Purchaser declare that the provisions of this Agreement on the Assignment of Intellectual Property and Loan Receivables (the "**Agreement**") have been freely negotiated between them.

ARTICLE 2 – DEFINITIONS

- 2.1 "**Assigned Intellectual Property**" means certain intellectual property of the Vendor1 (excluding any royalty payable in relation to such intellectual property of the Vendor1), as set forth in **Appendix 1**;
- 2.2 "**Assigned Loans1**" means certain loan receivables of Vendor1 as creditor (excluding any interest accrued thereon), as set forth in **Appendix 2**;

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- 2.3 "Assigned Loans²" means certain loan receivables of Vendor² as creditor (excluding any interest accrued thereon), as set forth in **Appendix 3**;
- 2.4 "Assigned Loans" means the Assigned Loans¹ and the Assigned Loans²;
- 2.5 "Assigned Assets" means the Assigned Intellectual Property as indicated in clause 2.1 above and the Assigned Loans as indicated in clause 2.4 above;
- 2.6 "Effective Date" means the date of this Agreement.

ARTICLE 3 - PURCHASE AND SALE OF THE ASSIGNED ASSETS

3.1 *Description of the Assigned Assets*

The Vendors hereby grant, convey, sell, assign and transfer to the Purchaser all of Vendors' rights, title and interest in and to the property and assets of every kind and description, wherever located, relating to the Assigned Assets and the Purchaser agrees to purchase the Assigned Assets from the Vendors with effect as of the Effective Date.

ARTICLE 4 – PURCHASE PRICE AND PAYMENT OF PURCHASE PRICE

4.1 *Purchase Price and payment of Purchase Price*

The purchase price for the Assigned Assets paid by or on behalf of the Purchaser to or on behalf of the Vendors (i) is equal to the amount set forth in **Appendix 4** entitled "Purchase Price" (the "Purchase Price") which represents the fair market value of the Assigned Assets as at the Effective Date, and (ii) is hereby satisfied in the manner set forth in **Appendix 4**.

ARTICLE 5 – NO REPRESENTATION AND WARRANTY

- 5.1 The Vendors make no representation or warranty (whether express or implied) whatsoever in connection with the Assigned Assets, whether with respect to the title of ownership or with respect to fitness for a particular purpose or otherwise, and the Purchaser acknowledges that the purchase of the Assigned Assets by it are being effected on an "as is, where is" basis and at the risk of the Purchaser.

ARTICLE 6 – MISCELLANEOUS

6.1 *Enurement*

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective representatives, successors and assigns. All or any part of the Parties' respective rights and obligations under this Agreement may only be assigned with the consent of the Vendors and the Purchaser.

6.2 *Third Party Beneficiaries*

The Parties intend that this Agreement shall not benefit or create any right or cause of action in favour of, any person other than the Parties and their respective successors and permitted assigns and no person, other than the Parties shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding (including arbitral and administrative proceedings), hearing or other forum.

6.3 *Execution of further documents*

The Parties agree to do all things and sign and execute all deeds and documents and do all such other acts or things necessary or required for the carrying out of the purpose and intent of this Agreement.

6.4 *Governing Law*

This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of Luxembourg; the Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of competent jurisdiction of Luxembourg.

6.5 *Recitals and Appendices*

The Recitals to this Agreement and the Appendices attached to this Agreement form an integral part hereof.

6.6 *Severability*

If any term or other provision of this Agreement or any other agreement, document or instrument executed pursuant to this Agreement is invalid, illegal or incapable of being enforced by any rule or law or public policy, all other terms and provisions of this Agreement or other agreement, document or instrument shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement or other agreement, document or instrument so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

6.7 *Amendments*

This Agreement may only be amended, restated, supplemented, have any of its provisions waived or be otherwise modified, in whole or in part, pursuant to a written instrument executed by each of the Vendors and the Purchaser.

6.8 *Counterparts*

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

SIGNATURES



GLV FINANCE HUNGARY KFT.
LUXEMBOURG BRANCH
represented by:
Name: Olivier Dorier
Branch manager



OVIVO LUXEMBOURG S.A R.L.
represented by:
Name: Olivier Dorier
Manager



GLV FINANCE HUNGARY KFT.
represented by:
Name: Béla Kakuk and Attila Szedmák
Managing directors

<u>TRADEMARK</u>	<u>BUSINESS GROUP</u>	<u>COUNTRY</u>	<u>APPL. NO.</u>	<u>REGISTRATION NO.</u>	<u>STATUS</u>	<u>NEXT RENEWAL DATE</u>	<u>GLV REF. NO.</u>
Ovivo Water®	WATER	Europe	009147919	009147919	Registered	2020-June-2	288-30280
Ovivo®	WATER	Europe	009083651	009083651	Registered	2020-May-6	288-30279
Eimco Water Technologies®	Water-EWT	Europe		007533318	Registered	2019-Jan-19	288-30256
FlooBed®	Water-EWT	Europe		604553	Registered	2017-Aug-11	288-00051
FlooDaf®	Water-EWT	Europe		007187818	Registered	2018-Aug-26	288-00201
FlooIX™	Water-EWT	Europe			Used		288-30277
FlooMB™	Water-EWT	Europe			Used		288-30278
FlooRO™	Water-EWT	Europe			Used		288-30276
Ovivo™	WATER	India	2016895		Pending		288-30279
DETRITOR®	Water-EWT	India		137700	Registered	2016-Feb-16	288-00011
Ovivo™	WATER	Indonesia			Pending		288-30279
Eimco Water Technologies™	Water-EWT	Indonesia	D00-2009-013130		Published		288-30256
Ovivo™	WATER	Intl. (Australia, China, Egypt, Japan, Morocco, Oman, Singapore, South Korea, Switzerland, Russian Federation, Ukraine, and Vietnam)			Pending		288-30279
Eimco Water Technologies®	Water-EWT	Kuwait	100811/100812	85806/84153	Registered	2019-Jan-19	288-30256
Ovivo™	WATER	Malaysia	2010021324/5/6/7/8		Pending		288-30279
CARROUSEL®	Water-EWT	Mexico		460292	Registered	2013-Jun-24	288-00773
Ovivo™	WATER	New Zealand	832466		Pending		288-30279
AJM logo®	Water-AJM	New Zealand		749848	Registered	2016-Jun-20	288-30246
Eimco Water Technologies®	Water-EWT	New Zealand		801071	Registered	2018-Oct-29	288-30256
Eimco Water Technologies®	Water-EWT	New Zealand		56900	Registered	2019-Apr-19	288-30256
Eimco Water Technologies®	Water-EWT	Qatar	56901		Registered	2019-Apr-19	288-30256
Eimco Water Technologies®	Water-EWT	Russia	2009700296		Pending	2019-Jan-13	288-30256
Eimco Water Technologies®	Water-EWT	Saudi Arabia	142811/142812	1193/92 & 1193/93	Registered	2018-Dec-15	288-30256
Eimco Water Technologies®	Water-EWT	Singapore			Registered	2019-Jan-8	288-30256
Eimco Water Technologies®	Water-EWT	Thailand	723063/723064	T0900289B Kor319079	Registered	2019-Feb-27	288-30256
Eimco Water Technologies™	Water-EWT	United Arab Emirates	124665		Published		288-30256
DETRITOR™	Water-EWT	United Kingdom			Used		288-00011
JETA®	Water-J&A	United Kingdom		1244783	Registered	2016-Jun-25	288-00159
Bringing Water to Life™	WATER	US	85/021624		Published		288-30281
Ovivo™	WATER	US	85/117003		Pending		288-30279
Brackett Bosker®	Water-BG	US	74402224	1914077	Registered	2015-Aug-22	288-00175

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<u>TRADEMARK</u>	<u>BUSINESS GROUP</u>	<u>COUNTRY</u>	<u>APPL. NO.</u>	<u>REGISTRATION NO.</u>	<u>STATUS</u>	<u>NEXT RENEWAL DATE</u>	<u>GLV REF. NO.</u>
Brackett Brieden™	Water-BG	US			Used		
Brackett Green®	Water-BG	US	74/402155	1953551	Registered	2016-Jan-30	288-00174
CF100®	Water-BG	US	76/281172	2789319	Registered	2013-Dec-02	288-00176
CF200®	Water-BG	US	75/390928	2381740	Registered	2020-Aug-29	288-00177
HYDRO BOSKER™	Water-BG	US	75/649380	2425707	Pending		288-00178
MACERACER™	Water-BG	US			Used		288-00179
PROPAPANEL®	Water-BG	US	75/390935	2373371	Registered	2020-Aug-01	288-00184
S.I.M.P.L.E.™	Water-BG	US	75/859511	2438283	Pending		288-00180
SEWAGE BOSKER®	Water-BG	US	76/555217	3,051,371	Registered	2016-Jan-24	288-00181
TUNNEL BOSKER®	Water-BG	US	76/555218	3,060,699	Registered	2016-Feb-21	288-00182
AIRBEAM™	Water-EQ	US			Used		288-00198
BIOMAX™	Water-EQ	US			Used		288-00197
EBNR™	Water-EQ	US			Used		288-00187
ECOBLOX™	Water-EQ	US	85172660		Published		288-30259
ECO-MAT™	Water-EQ	US			Used		288-30262
Energy Matching™	Water-EQ	US			Unfiled		288-30268
ENERGY PRO™	Water-EQ	US			Unfiled		288-30243
ENVIROQUIP INC.®	Water-EQ	US		1215667	Registered	2012-Oct-09	288-00199
ENVIROQUIP®	Water-EQ	US		2695668	Registered	2013-Mar-11	288-00190
EQIDEAS™	Water-EQ	US			Unfiled		288-30265
EQLOGIX™	Water-EQ	US			Unfiled		288-30241
EQProSim™	Water-EQ	US			Unfiled		288-30266
EquipTech® (SERVICE MARK)	Water-EQ	US		3,730,817	Registered	2019-Dec-29	288-30244
EQVUE™	Water-EQ	US			Unfiled		288-30242
Integrated Roll Pattern™	Water-EQ	US			Unfiled		288-30267
JACKBOLT™	Water-EQ	US			Used		288-30245
M-PAC®	Water-EQ	US	76/428347	2882445	Registered	2014-Sep-07	288-00192
PAD®	Water-EQ	US	77/672039	3,766,140	Registered	2020-Mar-20	288-00194
PATH™	Water-EQ	US			Used		288-00189
SCUMTRAPPR®	Water-EQ	US	75/571874	2572493	Registered	2012-May-28	288-00195
SLUDGEVIEWR®	Water-EQ	US	76/358664	2671782	Registered	2013-Jan-07	288-00193
Storm Master™	Water-EQ	US			Unfiled		288-30269
TRANSMAX®	Water-EQ	US	75/210316	2158391	Registered	2018-May-19	288-00196
UNR®	Water-EQ	US	76/555943	3117585	Registered	2016-Jul-18	288-00188
A2C™	Water-EWT	US			Used		288-05783
ACE™/PACE™	Water-EWT	US			Used		288-30237
AERPLATE™	Water-EWT	US			Used		288-00170
BARDENPHO®	Water-EWT	US		2423464	Registered	2011-Jan-23	288-05286A
BARDENPHO®	Water-EWT	US		1782574	Registered	2013-Jul-20	288-05286B
BDP™	Water-EWT	US			Used		288-08692

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<u>TRADEMARK</u>	<u>BUSINESS GROUP</u>	<u>COUNTRY</u>	<u>APPL. NO.</u>	<u>REGISTRATION NO.</u>	<u>STATUS</u>	<u>NEXT RENEWAL DATE</u>	<u>GLV REF. NO.</u>
CARROBIC™	Water-EWT	US			Used		288-00145
CARROUSEL®	Water-EWT	US			Licensed		288-00773
CASTKLEEN®	Water-EWT	US		1863126	Registered	2014-Nov-15	288-04887
CLARIFLOCCULATOR®	Water-EWT	US		309.978	Registered	2011-Oct-14	288-00013
CLARIGESTER™	Water-EWT	US			Used		288-00173
DenitIR®	Water-EWT	US		1994560	Registered	2016-Aug-20	288-07245
DENSLUDGE®	Water-EWT	US		622122	Registered	2016-Feb-28	288-00017
DETRITOR®	Water-EWT	US		248.626	Registered	2018-Oct-23	288-00011
DivertIR™	Water-EWT	US			Used		288-30293
Eimco Water Technologies® (SERVICEMARK)	Water-EWT	US		3,730,608	Registered	2019-Dec-29	288-30256
EIMIX®	Water-EWT	US		1745529	Registered	2013-Jan-12	288-04999
EliminatIR™	Water-EWT	US			Used		288-30263
Equaflo 360™	Water-EWT	US			Pending		288-30264
EWT™	Water-EWT	US			Used		288-30238
EXCELL®	Water-EWT	US		3,185,941	Registered	2016-Dec-19	288-00148
FLEXKLEAR™	Water-EWT	US			Used		288-04888
FLEXKLEEN®	Water-EWT	US		1664039	Registered	2011-Nov-12	288-00786
FLEXSCOUR®	Water-EWT	US		1783358	Registered	2013-Jul-20	288-05054
FLEXSHEILD™	Water-EWT	US			Used		288-00144
FLOCSILLATOR®	Water-EWT	US		1,700,450	Registered	2012-Jul-14	288-04891
FlooBed™	Water-EWT	US			Used		288-00051
HYDROSEAL®	Water-EWT	US		1835357	Registered	2014-May-10	288-05285
HYDRO-TREATOR®	Water-EWT	US		395.578	Registered	2012-Jun-02	288-00014
InnerLACE™	Water-EWT	US			Used		288-30287
LM™	Water-EWT	US			Used		288-30240
METALWEAVE™	Water-EWT	US			Used		288-04890
OCULUS™	Water-EWT	US			Used		288-30257
QUADRAKLEEN®	Water-EWT	US		1855672	Registered	2014-Sep-27	288-04892
SCOURGUARD™	Water-EWT	US			Used		288-06961
TRAC-VAC®	Water-EWT	US		1835355	Registered	2014-May-10	288-03108
ULTRASTORE™	Water-EWT	US			Used		288-30239
JETA®	Water-J&A	US		2752280	Registered	2013-Aug-19	288-00159
JETA®	Water-J&A	US		2758359	Registered	2013-Sep-02	288-00159-A
Eimco Water Technologies®	Water-EWT	Vietnam	4-2009-01450	147882	Registered	2019-Feb-2	288-30256

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