



03/12/2013

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



REC 103656177  
**TRADEMARKS ONE**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Eimco Water Technologies, LLC

Individual(s)       Association  
 Partnership       Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
 No

Additional names, addresses, or citizenship attached?  Yes  No

Name: GLV Finance Hungary Kft: Luxembourg branch

Street Address: 6 Parc d'Activités Syrdall

City: Munsbach

State: \_\_\_\_\_

Country: Luxembourg Zip: L-5365

Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship Hungary  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) April 1, 2009

Assignment       Merger  
 Security Agreement       Change of Name  
 Other Asset Purchase Agreement

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) 2695668 (ENVIROQUIP)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Loretta Bogaard

Internal Address: c/o Ovivo USA, LLC

Street Address: 4255 Lake Park Blvd. Suite 100

City: Salt Lake City

State: Utah Zip: 84120

Phone Number: 801-931-3151

Docket Number: 288-00190-US

Email Address: loretta.bogaard@glv.com

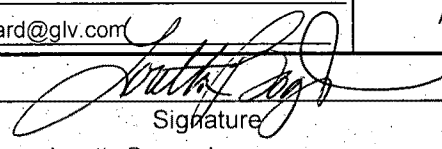
**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 40.00

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

03/13/2013 HTON11 00000042 2695668  
 01 FC:8521 40.00 09  
 Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:**  \_\_\_\_\_

March 6, 2013  
Date

Loretta Bogaard  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") entered into as of this 1st day of April, 2009 (the "Effective Date"), by and among GLV FINANCE HUNGARY KFT., acting through its Luxembourg Branch located at 6 Parc d'Activités Syrdall, L-5365 Munsbach, Luxembourg (the "Purchaser"); and EIMCO WATER TECHNOLOGIES, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having its registered office located at 2711 Centerville Road, suite 400, Wilmington, New Castle, Delaware 19808 and its principal office located at 4255 Lake Park Blvd, Suite 100, Salt Lake City, Utah, 84120 (the "Seller").

### RECITALS:

WHEAREAS the Seller desires to sell to the Purchaser the Intellectual Property (as defined hereinafter) connected to its business (the "Business") and the Purchaser desires to acquire such Intellectual Property pursuant to the terms of this Agreement.

### DEFINITIONS:

1. "Know-How" shall be defined as any and all technology, knowledge and experience with respect to the business of the development, manufacture, processing, distribution and/or sale of a product or service connected to the Business including but not limited to all improvements, information relating to production or other processes, exclusive user rights, technical expertise, research data, drawing patterns, designs, formulae, specifications, inventions, improvements, quality standards, safety and environmental standards and technical advice related thereto.
2. "Intellectual Property" shall be defined as any and all rights, title and interest in and to any and all ideas, discoveries, inventions, creations and works including the Intellectual Property listed in Exhibit A attached hereto and, without limitation, current and future, patents, trademarks, copyrights, Know-How, domain names, website content, including applications for any of the foregoing, as well as design rights, confidential information, trade secrets, trade names and any other similar intellectual property rights connected to, or derived from, the Business, but excluding the Goodwill.
3. "Goodwill" means the goodwill of the Business together with the exclusive right of the Seller to represent itself as carrying on the Business.

## AGREEMENT:

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. AGREEMENT TO SELL AND PURCHASE THE INTELLECTUAL PROPERTY

The Seller hereby agrees to sell, assign, transfer and deliver to the Purchaser, in each case by such bills of sale, conveyances, assignments and other instruments as may reasonably be requested by the Purchaser, and the Purchaser hereby agrees to purchase and receive from the Seller, the Intellectual Property. Except as otherwise expressly set forth in this Agreement, the Seller is selling, and the Purchaser is purchasing the Intellectual Property, without warranty, and in its current "as is" condition.

### 2. PURCHASE PRICE FOR INTELLECTUAL PROPERTY

In consideration for the purchase of the Intellectual Property, the Purchaser shall hereby pay to Seller the sum of eleven million six hundred fifty-five thousand US dollars (\$11,655,000 US), concurrently with the execution of this Agreement, by the issuance of a promissory note to be granted by the Purchaser to the Seller.

### 3. TAXES AND EXPENSES

3.1 Taxes. The Seller and the Purchaser shall each pay any and all of its respective sales, transfer and documentary taxes and recording and filing fees, if any, payable in connection with the sale, transfer and delivery to the Purchaser of the Intellectual Property that are directly assessed to the Seller or the Purchaser, as the case may be.

3.2 Expenses. Except as otherwise specifically set forth in this Agreement, the Seller and the Purchaser shall each bear its own expenses which it incurs in connection with the execution and performance of this Agreement.

### 4. MISCELLANEOUS

4.1 Notices. Any and all notices, demands or other communications under or with respect to this Agreement shall be in writing and served or made by delivering the same in person or by mailing the same post-paid, by registered or certified mail to the person to whom such notice, demand or other communication is directed, addressed to the parties hereto at the following addresses, or such other address for a party as may be designated by notice pursuant hereto:

If to the Seller, to:  
Jim Porteous  
2404 Rutland Drive  
Austin, TX  
78758 USA

If to Purchaser, to:  
Olivier Dorier  
6 Parc d'Activités Syrdall  
L-5365 Munsbach  
Luxembourg

4.2 Further Assurances. The Seller at the request of the Purchaser and without additional consideration shall execute and deliver or shall cause to be executed and delivered from time to time such further instruments of conveyance and transfer and shall take such other actions as the Purchaser may require to convey and deliver the Intellectual Property to the Purchaser and to perfect the Purchaser's title thereto.

4.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of New York, without any consideration of its rules governing conflicts of law.

4.5 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

4.6 Amendment. This Agreement may not be amended or modified in any respect except by a writing executed by the parties hereto.

4.7 Waiver. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent defaults of the same or other provisions of this Agreement.

4.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

4.9 Severability. In the event any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provisions of this Agreement.

4.10 Headings. The descriptive headings of the several Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

4.11 Assignment. This Agreement shall not be assigned by either party without prior written approval by a duly authorized officer of the other party, which shall not be unreasonably withheld.

IN WITNESS WHEREOF each of the parties hereto has executed this Agreement as of the Effective Date.

**PURCHASER:**

GLV Finance Hungary KFT., acting through  
its Luxembourg Branch

By:   
Name: Oliver Dorier  
Its: Branch Manager

**SELLER:**

Eimco Water Technologies, LLC

By: \_\_\_\_\_  
Name: Marc Barbeau  
Its: Treasurer

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**SELLER:**

Eimco Water Technologies, LLC

By: \_\_\_\_\_  
Name: Marc Barbeau  
Its: Treasurer

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Patent/Invention Title	Country	GLV/Ref. No.	Sub Case	Patent No.	Application Status	Exp. Date
Sewage Treatment Process	US	284-34227		6,743,362	Granted	17-jun-2022
Sewage Treatment Process with Phosphorus Removal	US	284-34228		6,712,970	Granted	30-dec-2022
Underdrain Filtration System with Stamped Perforations	US	284-34229		6,569,328	Granted	02-nov-2020
Underdrain Filtration System with Stamped Perforations	US	284-34229	DIV	6,691,413	Granted	28-jun-2022
Clarifier with Influent Well Scum Removal	US	284-34230		6,068,134	Granted	19-janv-2019
Clarifier with Influent Well Scum Removal	US	284-34230	CON	6,274,044	Granted	30-mar-2020
Clarifier with Influent Well Scum Removal	US	284-34230	DIV	6,454,104	Granted	23-mar-2021
Underdrain Unit for Granular Filtration System	US	284-34231		6,090,284	Granted	13-oct-2018
Pre-Thickened Aerobic Digester System	US	284-34232		5,972,220	Granted	03-jun-2018
Hydraulic Differential Clarifier	US	284-34233		5,830,356	Granted	20-nov-2016
Multi-Eductor System	US	284-34234		5,779,890	Granted	13-nov-2016
Tank Cover Structure with Aeration Distribution	US	284-34235		5,545,358	Granted	20-avr-2015
Clarifier Drive for Waste Water Treatment System	US	284-34236		5,264,126	Granted	14-sept-2012
Sludge Filtering Device and Grid System	US	284-34237		5,240,609	Granted	04-nov-2011
Versatile Pre-thickened Aerobic Digester System (Improved PADG)	US	284-34239		7,169,306	Granted	18-janv-2025
Energy Efficient Wastewater Treatment for Nitrogen and Phosphorus Removal (4-Stage Nitrogen Removal)	US	284-34240		7,172,699	Granted	20-mai-2025
Wastewater Treatment System with Membrane Separators and Provision for Storm Flow Conditions (Storm Masters MBR)	CA	284-34241		2,567,435	Pending	
Wastewater Treatment System with Membrane Separators and Provision for Storm Flow Conditions (Storm Masters MBR)	US	284-34241		7,147,777	Granted	09-mai-2025
Solids Breakup in Sewage Treatment Facility (Turd Buster)	CA	284-34242		2,554,543	Pending	
Solids Breakup in Sewage Treatment Facility (Turd Buster)	US	284-34242		1,119,056	Pending	
Solids Breakup in Sewage Treatment Facility (Turd Buster)	US	284-34243		06,827,028.9	Pending	
Efficient MBR Operation in Wastewater Treatment (MBR Relax Process)	EP	284-34243		1,212,84,490	Pending	
Efficient MBR Operation in Wastewater Treatment (MBR Relax Process)	US	284-34243	CIP		Pending	
Cleaning System for Flat-Plate Membrane Cartridges	US	284-34248		1,215,671	Pending	
			Reg. No./Appl. No.	Registration Date	Trademark Status	
AIRBEAM	US	288-00198-US			Used	
BIOMAX	US	288-00197-US			Used	
EBNR	US	288-00187-US			Used	
ECO BLOX	US	288-30259-US			Unfiled	
ENVIROQUIP	US	288-00190-US	2695668	11-mars-2003	Registered	
ENVIROQUIP INC	US	288-00199-US	1215667	09-nov-1982	Registered	
EQLOGIX	US	288-30241-US			Unfiled	
EquipTech	US	288-30244-US			Unfiled	
JACKBOLT	US	288-30245-US			Used	
MPAC	US	288-00192-US	2882445	07-sept-2004	Registered	
PAD	US	288-00194-US	77/672039		Pending	
PATH	US	288-00189-US			Used	
SCUMTRAPPR	US	288-00195-US	2572493	28-mai-2002	Registered	
SLUDGEVIEWWR	US	288-00193-US	2671782	07-janv-2003	Registered	
TRANSMAX	US	288-00196-US	2158391	19-mai-1998	Registered	
UNR	US	288-00188-US	3117585	18-jul-2006	Registered	