

03/12/2013

Form USPTO-1594 (Rev. 12-11)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



REC 103656178

TRADEMARK

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

MRB 3-12-13

1. Name of conveying party(ies):

GLV Finance Hungary Kft., Luxembourg branch

- Individual(s)
- Partnership
- Corporation- State: Hungary
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 13, 2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ovivo Luxembourg S.à.r.l.

Street Address: 6C. rue Gabriel Lippmann

City: Munsbach

State: _____

Country: Luxembourg Zip: L-5365

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Luxembourg
- 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)

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: _____

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 00000041 2695668

01 FC:8521 40.00 UP
Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Loretta Bogaard

3-8-2013

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004983 FRAME: 0320

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**;

- 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

TRADEMARK	BUSINESS GROUP	COUNTRY	APPL. NO.	REGISTRATION NO.	STATUS	NEXT RENEWAL DATE	GLV REF. NO.
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® (SERVICEMARK)	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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