

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385870

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ENVIRONGEN TECHNOLOGIES, INC. | | 05/27/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | HSBC BANK PLC | | |
| Street Address: | Thames Valley Corporate Banking Centre, Apex Plaza | | |
| City: | Reading | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | RG1 1AX | | |
| Entity Type: | Public Limited Company: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2978637 | HYPERSORB | |
| Registration Number: | 3081649 | BASIN WATER IX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7037607777 | | |
| <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: | 703-760-7360 | | |
| Email: | hcheng@mofo.com | | |
| Correspondent Name: | Hsiao-Ting Cheng | | |
| Address Line 1: | 1650 Tysons Boulevard | | |
| Address Line 2: | Morrison & Foerster LLP | | |
| Address Line 4: | McLean, VIRGINIA 22102 | | |
| ATTORNEY DOCKET NUMBER: | 56737-45 | | |
| NAME OF SUBMITTER: | Aisulu Masytkanova | | |
| SIGNATURE: | /Aisulu Masytkanova/ | | |
| DATE SIGNED: | 05/27/2016 | | |
| Total Attachments: 11 | | | |
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of 27 May, 2016, is made between ENVIROGEN TECHNOLOGIES, INC., a Delaware corporation (the "Grantor"), and HSBC BANK PLC (the "Lender").

Janili S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated in the Grand-Duchy of Luxembourg, having its registered office at 19, rue de Bitbourg, L-1273 Luxembourg, Grand-Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) under registration number B199808 (the "Parent"), certain subsidiaries of the Parent named therein as original borrowers, certain subsidiaries of the Parent named therein as original guarantors, and the Lender are parties to a Multicurrency Revolving Facility Agreement dated 27 May, 2016 (as amended, modified, renewed or extended from time to time, the "Facility Agreement"). In connection therewith, pursuant to the Security Agreement, dated as of 27 May, 2016 (as amended, modified, renewed or extended from time to time, the "Security Agreement"), between each grantor party thereto, including the Grantor, and the Lender, the Grantor has granted to the Lender a security interest in all of the Grantor's present and future assets, including the intellectual property identified below, to secure the Secured Obligations. To supplement the Lender's security interest in such intellectual property pursuant to the Security Agreement, the Grantor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Interpretation. The rules of interpretation set forth in Clause 1.2 of the Facility Agreement shall be applicable to this Agreement and are incorporated herein by this reference. Additionally, in this Agreement, except to the extent the context otherwise requires: (i) the words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears; (ii) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; (iii) any table of contents, captions and headings are for convenience of reference only and shall not affect the construction of this Agreement; and (iv) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation".

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants, assigns, and conveys to the Lender, a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Security Trustee is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Security Agreement.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The rights and remedies of the Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Authorization to Supplement. If the Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Security Trustee with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting the Grantor's obligation under this Section 4, the Grantor authorizes the Security Trustee to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from the Security Trustee's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by the Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. The Lender may record this Agreement, an abstract thereof, or any other document describing the Lender's interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of the Grantor.

SECTION 6 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Lender and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 7 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

SECTION 8 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Facility Agreement.

SECTION 9 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 10 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR

ENVIROGEN TECHNOLOGIES, INC.

By: _____

Title: _____

George Rollins
Treasurer

Address:

1075 Kingwood Drive, Suite 202

Kingwood, TX 77339

United States of America

Attn: George Rollins

Fax No.: +39 02 93959.440

Email: G.Rollins@envirogen.com

THE LENDER

HSBC BANK PLC

By: _____

Title: _____

Address:

Thames Valley Corporate Banking Centre,

Apex Plaza, Reading, RG1 1AX

United Kingdom

Attn: _____

Fax No.: _____

Email: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR

ENVIROGEN TECHNOLOGIES, INC.

By: _____
Title:

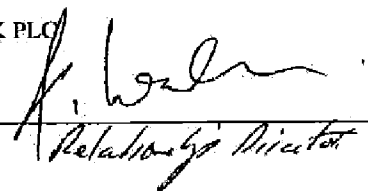
Address:

1075 Kingwood Drive, Suite 202
Kingwood, TX 77339
United States of America

Attn: _____
Fax No.: _____
Email: _____

THE LENDER

HSBC BANK PLC

By: 
Title: Relationship Director

Address:

Thames Valley Corporate Banking Centre,
Apex Plaza, Reading, RG1 1AX
United Kingdom

Attn: _____
Fax No.: _____
Email: Andrew.Walter@hsbc.com

SCHEDULE A
to the Patent and Trademark Security Agreement
ENVIROGEN TECHNOLOGIES, INC.
Issued U.S. Patents of the Grantor

| <u>Patent No.:</u> | <u>Issue Date:</u> | <u>Inventor:</u> | <u>Title:</u> |
|--------------------|--------------------|--|--|
| 5294305 | 3/15/1994 | Frank S. Craft SR, Michael D. Kelly | Ethylene glycol recovery process |
| 5980750 | 11/9/1999 | Michael D. Kelly | Process for the purification of waste wash water |
| 6706195 | 03/16/2004 | Peter L. Jensen, Gerald A. Guter, Dan Zioli | High efficiency ion exchange system for removing arsenic from water |
| 6878286 | 04/12/2005 | Peter L. Jensen, Gerald A. Guter, Dan Zioli | High efficiency ion exchange system for removing contaminants from water |
| 7041223 | 05/09/2006 | Peter L. Jensen, Gerald A. Guter, Dan Zioli | High efficiency ion exchanges system for removing contaminants from water |
| 7361281 | 04/22/2008 | Peter L. Jensen, Gerald A. Guter, Dan Zioli | High efficiency ion exchange system and method for removing chromium from water |
| 7754070 | 07/13/2010 | Peter L. Jensen, Gerald A. Guter, Dan Zioli | High efficiency ion exchange system for removing nitrate contaminants from water |
| 7754071 | 07/13/2010 | Peter L. Jensen, Gerald A. Guter, Dan Zioli | High efficiency ion exchange system for removing perchlorate contaminants from water |
| 8034244 | 10/11/2011 | Peter L. Jensen, Gerald | High efficiency ion |

| | | | |
|---------|------------|---|---|
| | | A. Guter, Dan Ziol | exchange system for removing arsenic contaminants from water |
| 7018534 | 03/28/2006 | Samuel Frisch | Apparatus and method for controlling biomass growth in suspended carrier bioreactor |
| 7419594 | 09/02/2008 | Samuel Frisch | Apparatus and method for controlling biomass growth in suspended carrier bioreactor |
| 7572626 | 08/11/2009 | Samuel Frisch, Robert E. Loudon | System and method for separating biomass from media in a fluidized bed reactor |
| 7611890 | 11/03/2009 | Samuel Frisch, Robert E. Loudon | System and method for separating biomass from media in a fluidized bed reactor |
| 7309436 | 12/18/2007 | Peter L. Jensen, Bryan Zinn, John Zitlau | Process for removing perchlorate ions from water streams |
| 7713417 | 05/11/2010 | Paul M. Sutton | Method for wastewater treatment with resource recovery and reduced residual solids generation |
| 5955394 | 09/21/1999 | Michael D. Kelly | Recovery process for oxidation catalyst in the manufacture of aromatic carboxylic acids |
| 5494574 | 02/27/1996 | Ronald Unterman, Brian R. Folsom, A. Paul Togna | Mechanically mixed packed bed bioreactor |
| 5750028 | 05/12/1998 | Sam Frisch | Biomass separation apparatus and method with media return |
| 5788842 | 08/04/1998 | Sam Frisch | Biomass separation apparatus and method |

| | | | |
|---------|------------|---|---|
| 6706521 | 03/16/2004 | Samuel Frisch | Bed cleaning system for fluidized-bed bioreactors |
| 6830922 | 12/14/2004 | Raymond Jasienski, Younghua Yang | System and method for inoculating a biological reactor |
| 7223875 | 05/29/2007 | Michael D. Kelly | Process for manufacturing propylene oxide |
| 7754159 | 07/13/2010 | Samuel Frisch | System and method for limiting backflow in a biological fluidized bed reactor |
| 8323496 | 12/04/2012 | Ken Canzano, Michael A. Del Vecchio, Samuel Frisch, Douglas Watt, Robert Loudon et al | Methods for treatment of perchlorate contaminated water |
| 9212074 | 12/15/2015 | Samuel Frisch | Anoxic membrane filtration system and water treatment method |

Pending U.S. Patent Applications of the Grantor

| <u>Patent No.:</u> | <u>Issue Date:</u> | <u>Inventor:</u> | <u>Title:</u> |
|--------------------|--------------------|------------------|--|
| 20160068419 | 03/10/2016 | Samuel Frisch | Anoxic membrane filtration system and water treatment method |

SCHEDULE B
to the Patent and Trademark Security Agreement

ENVIROGEN TECHNOLOGIES, INC.

U.S. Trademarks of the Grantor

| <u>Trademark:</u> | <u>Application No.:</u> | <u>Application Date:</u> | <u>Registration No.:</u> | <u>Registration Date:</u> | <u>Current Owner:</u> |
|-------------------|-----------------------------|------------------------------|------------------------------|-------------------------------|------------------------------------|
| HYPERSORB | 78230244 | 03/25/2003 | 2978637 | 07/26/2005 | Envirogen Technologies, Inc. |
| BASIN WATER IX | 78382422 | 03/11/2004 | 3081649 | 04/18/2006 | Envirogen Technologies, Inc. |

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ny-1233895

TRADEMARK
REEL: 005801 FRAME: 0733

Pending U.S. Trademark Applications of the Grantor

None

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ny-1233895