

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MILLENNIUM ENTERPRISES LIMITED		01/22/2022	Corporation: HONG KONG
RECEIVING PARTY DATA			
Name:	Headwaters, Inc.		
Street Address:	134 Pleasant Street		
City:	Marblehead		
State/Country:	MASSACHUSETTS		
Postal Code:	01945		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2605433	FILTERSTREAM	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	usmark@cosmovici-ip.com		
Correspondent Name:	Paul Cosmovici		
Address Line 1:	80 Broad Street, 5th Floor, #6377		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	Paul Cosmovici		
SIGNATURE:	/Paul Cosmovici/		
DATE SIGNED:	02/03/2022		
Total Attachments: 7			
source=ASSIGNMENT - US trademark 2605433 FilterStream#page1.tif			
source=ASSIGNMENT - US trademark 2605433 FilterStream#page2.tif			
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CH \$40.00 2605433

DEED OF ASSIGNMENT

BETWEEN

MILLENNIUM ENTERPRISES LIMITED

AS THE ASSIGNOR

AND

Headwaters, Inc.

AS THE ASSIGNEE

Recitals

Between

MILLENNIUM ENTERPRISES LIMITED, a corporation legally organized under the laws of Hong Kong, having the principal place of business at 12 Harcourt Road, 3625, Bank Of America Tower, Hong Kong, China, hereinafter referred to as “the Assignor”,

and

Headwaters, Inc., a corporation legally organized under the laws of the state Massachusetts, United States, having the principal place of business at 134 Pleasant Street, Marblehead, 01945, Massachusetts, United States, hereinafter referred to as “the Assignee”,

Which are to be individually referred to as “the Party” and jointly “the Parties”,

Whereas

The Assignor wants to transfer and assign all rights and goodwill to the US Registration No. **2605433 FilterStream**, referred to in Annex 1 (hereinafter referred to as “the Trademark”);

The Assignee wants to become owner of the Trademark, following to protect it in his own name as owner;

This assignment agreement (hereinafter referred to as "the Agreement" or "the Assignment") occurred between the Parties, by which the following have been agreed upon:

1. Subject-Matter of the Agreement

1.1. The Assignor hereby assigns to the Assignee the Trademark, exclusively and without limitation, as identified in the Annex 1 together with all the rights and goodwill deriving therefrom.

1.2. The Assignee acquires by this Assignment all the rights of property or to use the Trademark, as these rights are provided for by the applicable law in the industrial or intellectual property field.

1.3. The Assignment term is equal to the maximum term of validity of the rights over the Trademark, as this maximum term is provided for by the law applicable.

2. Assignment Price

2.1. The costs for the present Assignment are in amount of \$188.00 USD.

3. Territory

3.1. The Assignee shall be able to exercise all rights over the Trademark on the entire Territory for which it has been requested at registration, more precisely, the territory of the United States of America.

4. Parties' obligations

4.1. The Assignor undertakes the following obligations:

4.1.1. To provide all conditions de facto necessary for the taking over of the Trademark by the Assignee.

4.1.2. Where applicable, not to disturb in any way the proper use of the Trademark by the Assignee.

4.1.3. To waive any right or claim related to the Trademark, including financial ones.

4.1.4. To refrain from using the Trademark or any sign which might be perceived as similar thereto, in connection with any good or service.

4.2. The Assignee undertakes the following obligations:

4.2.1 To pay the Assignment price to the Assignor. The Assignor represents that this obligation has already been performed on the date of signing this Agreement.

5. Guarantees

5.1. The Parties guarantee each other that they are duly established and organized, that they carry out their activity and perform their obligations according to the applicable legal provisions.

5.2. The Parties represent and guarantee that no agreement, written or verbal and no promise or obligation, previously contracted with third parties, prevent them from concluding and fulfilling this Agreement.

5.3. The Assignor represents and guarantees that it has the capacity of owner of the Trademark and that in this capacity is entitled to transfer to the Assignee the rights over it, under the terms herein.

5.4. The Assignor represents and guarantees the Assignee against any accusations on rights of use deriving from the capacity of owner.

5.5. During the period of this Agreement, each Party undertakes not to commit in any activity, project or program that is or could be in conflict with the other Party's interests.

6. Costs, procedures and actions

6.1. Any costs involved in publishing and executing this Agreement shall be incumbent on the Assignor.

6.2. None of the clauses of the Agreement can be construed as establishing a payment obligation incumbent upon the Assignee, except for those expressly established under the 2nd chapter of the present Agreement.

7. Confidentiality

7.1. Shall be treated as confidential information any kind of written or verbal information related to the present Agreement, the secrets or Know-How, including, but not limited to the commercial, technical, financial information, the business projects, the commercialized products, the sales techniques, the pricing policy, the licenses, IT-systems, databases, bank accounts, projects and any financial-economic forecasts belonging to any of the Parties.

7.2. The Parties shall consider all Confidential Information as strictly confidential, regardless of them being supplied by the Agreement performance or obtained in other way during the Agreement development.

7.3. The Parties undertake that, for the entire period of Agreement performance, as well as for an unlimited period of time thereafter, to keep and maintain the confidentiality of any and all documents and information of any type, related to the performance of this Agreement, regardless the content thereof and regardless the manner of becoming aware/making available/receiving, circulating and storing thereof and regardless

the material carrier they are on, as well as not to disclose them to any third party or to use them for any other reason than for the purpose of performing this Agreement.

8. Force majeure

8.1. The Parties are exempted from liability for default in the contractual obligations in case of force majeure. An event of force majeure shall be any event of exterior cause, beyond the parties' control, not incumbent upon them and that cannot be, in an absolute manner, foreseen, controlled or overcome by them and which leads to their non-fulfillment or to the improper or late fulfillment by any of the Parties to comply with any of the obligations provided herein.

8.2. The Party claiming force majeure shall notify the same to the other Party within 3 days as of its occurrence and shall submit the acts proving force majeure within 15 days as of the occurrence of the event of force majeure.

8.3. Should the force majeure last for more than 3 months, each Party shall be allowed to notify the other one the cessation de jure of the Agreement.

8.4. The provisions of this article are not applicable should the event occurred, without creating an impossibility of performance, makes the fulfillment of one Party's obligations extremely expensive.

9. Notices

9.1. Any notice related to this Agreement shall be made in writing, in English language and shall be submitted by courier, registered letter with acknowledgment of receipt or by fax with acknowledgment of receipt to the addresses specified herein.

9.2. Notices shall be addressed to the Parties to the addresses indicated in the Agreement Recitals.

10. Final clauses

10.1. The amendment of the clauses of this Agreement is only allowed subject to the agreement of all Parties, expressed in writing in an addendum.

10.2. This Agreement is governed and supplemented by the provisions of the US law in force, on the situations not expressly regulated herein.

10.3. The nullity of one of the clauses of the Agreement shall not involve the nullity of the entire Agreement, except for the situation when that clause is considered as being substantial. A clause is considered

substantial is the other Party would not have concluded the Agreement had it known the nullity of that clause.

10.4. The Agreement contains the following annexes: **Annex 1 - Intellectual property asset to be transferred to the Assignee.**

10.5. This Agreement was concluded in *** *Marblehead*, today, *** *January 22, 2022*, in ** one original copies.

Assignor,
MILLENNIUM ENTERPRISES LIMITED

Assignee,
Headwaters, Inc.

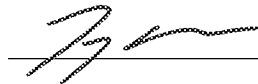
Name and title of the signatory:

Name and title of the signatory:

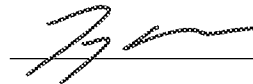
Troy Anderson, Co-owner

Troy Anderson - President

Signature:

A handwritten signature in black ink, appearing to be 'Troy Anderson', written over a horizontal line.

Signature:

A handwritten signature in black ink, appearing to be 'Troy Anderson', written over a horizontal line.

Annex 1

Intellectual property asset to be transferred to the Assignee



US trademark 2605433 FilterStream

US Registration Number: 2605433

US Serial Number: 75956062

Application Filing Date: March 13, 2000

Assignor,

MILLENNIUM ENTERPRISES LIMITED

Name and title of the signatory:

Troy Anderson, Co-owner

Signature:

A handwritten signature in black ink, appearing to be "Troy Anderson", written over a horizontal line.

Assignee,

Headwaters, Inc.

Name and title of the signatory:

Troy Anderson - President

Signature:

A handwritten signature in black ink, appearing to be "Troy Anderson", written over a horizontal line.