

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Contribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magna Imperio Systems Corp.		06/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIS IP Holdings, LLC		
Street Address:	7730 N Sam Houston Pkwy W Ste. 100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77064		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	90723433	MITRAX	
Serial Number:	97174282	T WATER TITAN	
Serial Number:	97294255	TRANSFORMING THE VALUE OF WATER	
Registration Number:	6059307	MAXIMUM RECOVERY. MINIMUM ENERGY.	
Registration Number:	5945127	MAXIMUM RECOVERY. MINIMUM ENERGY.	
Registration Number:	5692119	MAGNA IMPERIO SYSTEMS	
Registration Number:	5692120	END	
Registration Number:	5692121	M I SYSTEMS	
Serial Number:	90858223	THE QUALITY IS CLEAR	
CORRESPONDENCE DATA			
Fax Number:	2028870763		
<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:	617-648-4746		
Email:	hcheng@mofa.com		
Correspondent Name:	Nathan Vogler		
Address Line 1:	200 Clarendon Street, 21st Floor		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	794836000000		

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NAME OF SUBMITTER:	Nate Vogler
SIGNATURE:	/Nate Vogler/
DATE SIGNED:	04/10/2023
Total Attachments: 9 source=MIS IP Holdings - Contribution Agreement (executed)#page1.tif source=MIS IP Holdings - Contribution Agreement (executed)#page2.tif source=MIS IP Holdings - Contribution Agreement (executed)#page3.tif source=MIS IP Holdings - Contribution Agreement (executed)#page4.tif source=MIS IP Holdings - Contribution Agreement (executed)#page5.tif source=MIS IP Holdings - Contribution Agreement (executed)#page6.tif source=MIS IP Holdings - Contribution Agreement (executed)#page7.tif source=MIS IP Holdings - Contribution Agreement (executed)#page8.tif source=MIS IP Holdings - Contribution Agreement (executed)#page9.tif	

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this “**Agreement**”) is made and entered into as of June 28, 2022 (the “**Effective Date**”), by and between Magna Imperio Systems Corp., a Delaware corporation (“**Parent**”), and MIS IP Holdings, LLC, a Delaware limited liability company (“**MIS IP Holdings**”).

RECITALS

WHEREAS, Parent desires to contribute certain of its assets to the MIS IP Holdings in exchange for membership interests in MIS IP Holdings (the “**Contribution**”);

WHEREAS, the parties intend that the Contribution qualify as a tax-free exchange pursuant to the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. CONTRIBUTION OF ASSETS; ISSUANCE OF INTERESTS.

1.1 Contribution of Assets by Parent. Parent hereby grants, sells, conveys, transfers, assigns, releases and delivers to MIS IP Holdings all right, title and interest throughout the world in and to the assets listed on Exhibit A hereto (the “**Assets**”), and MIS IP Holdings hereby accepts such grant, sale, conveyance, transfer, assignment, release and delivery.

1.2 Issuance of Membership Interests. MIS IP Holdings hereby issues to Parent, in consideration for the Assets contributed by Parent pursuant to Section 1.1, sole membership interests of MIS IP Holdings (the “**Interest**”).

1.3 Execution of Other Instruments of Conveyance. In furtherance of the assignment, transfer and conveyance of the Assets, upon the reasonable request of MIS IP Holdings at any time after the Closing, Parent shall execute and deliver to MIS IP Holdings, or as MIS IP Holdings may direct in writing, such certificates of title, assignments of contracts and other instruments of transfer, conveyance and assignment and prepare and submit such applications, filings or other documents as and to the extent necessary to evidence and effect the transfer, conveyance and assignment of all of Parent’s rights, title and interest in and to the Assets to MIS IP Holdings.

2. REPRESENTATIONS AND WARRANTIES.

2.1 Representations and Warranties of Parent. Parent hereby represents and warrants that:

(a) **Organization and Qualification.** Parent is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(b) **Authority.** Parent has all necessary power and authority to execute and deliver this Agreement and the other documents, agreements and instruments required to be executed and delivered in accordance with the terms of this Agreement (collectively, the “**Transaction Documents**”), to perform its obligations hereunder, and to consummate the Contribution. The execution and delivery of this Agreement and the other Transaction Documents and the consummation by Parent of the Contribution have been duly and validly authorized by all requisite action and no other corporate proceedings on the part of Parent are necessary to authorize this Agreement or to consummate the Contribution. This Agreement has been, and at Closing the other Transaction Documents will be, duly and validly executed and delivered by Parent. This Agreement constitutes, and at Closing the other Transaction Documents will constitute, the legal, valid and binding obligation of Parent, enforceable against Parent in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles related to or limiting creditors’ rights generally and by the availability of equitable remedies and defenses.

2.2 Representations and Warranties of MIS IP Holdings. MIS IP Holdings hereby represents and warrants that:

(a) **Organization and Qualification.** MIS IP Holdings is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(b) **Authority.** MIS IP Holdings has all necessary power and authority to execute and deliver the Transaction Documents, to perform its obligations hereunder, and to consummate the Contribution. The execution and delivery of this Agreement and the other Transaction Documents and the consummation by MIS IP Holdings of the Contribution have been duly and validly authorized by all requisite action and no other corporate proceedings on the part of MIS IP Holdings are necessary to authorize this Agreement or to consummate the Contribution. This Agreement has been, and at Closing the other Transaction Documents will be, duly and validly executed and delivered by MIS IP Holdings. This Agreement constitutes, and at Closing the other Transaction Documents will constitute, the legal, valid and binding obligation of MIS IP Holdings, enforceable against MIS IP Holdings in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles related to or limiting creditors’ rights generally and by the availability of equitable remedies and defenses.

(c) **Valid Issuance of Interest.** The Interest, when issued in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued.

3. MISCELLANEOUS.

3.1 Governing Law. This Agreement shall be governed in all respects by the laws of the State of Delaware as such laws are applied to agreements between Delaware residents entered into and performed entirely in Delaware.

3.2 Entire Agreement; Amendment. This Agreement, including any and all attachments or exhibits hereto, constitutes the entire, final and exclusive understanding and agreement between the parties with respect to the subject matter hereof and no party shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein. This Agreement may be amended, waived, discharged or terminated only by written agreement of the parties.

3.3 Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the parties intend that (a) in lieu of such provision there be added as part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable and (b) the validity, legality and enforceability of the remaining provisions, or any subsequent applications thereof, shall not in any way be affected or impaired thereby.

3.4 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

3.5 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring. All remedies, either under this Agreement, by law, or otherwise afforded to any party, shall be cumulative and not alternative.

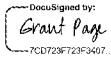
3.6 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) when sent by confirmed facsimile or electronic mail if sent during normal business hours of the recipient, if not, then on the next business day; (c) upon deposit with the postal service, by registered or certified mail, return receipt requested, postage prepaid; or (d) one day after deposit with a internationally recognized express courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the parties at the respective addresses set forth on the signature pages hereto or at such other address as a party may designate by ten days advance written notice to the other party hereto.

3.7 Counterparts; Facsimile. 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. Facsimile or electronic signatures shall be as effective as original signatures.

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IN WITNESS WHEREOF, the parties hereto have executed this **CONTRIBUTION AGREEMENT** as of the Effective Date.

MAGNA IMPERIO SYSTEMS CORP.

By:  _____

Name: Grant Page

Title: Chairman & President

MIS IP HOLDINGS, INC.

By:  _____

Name: Grant Page

Title: President

EXHIBIT A

ASSETS

- 1) All right, title and interest throughout the world to the Parent IP, including, without limitation, all Intellectual Property Rights therein.
 - a) The term “**Parent IP**” means all ideas, inventions, original works of authorship, designs, discoveries, processes, technologies and all improvements, rights and claims that have been developed by or for and are owned by Parent, including without limitation the patent filings or rights, copyrights, trademarks listed on Schedule 1 hereto.
 - b) The term “**Intellectual Property Rights**” shall mean all patent applications, provisional patent applications, patents and other patent filings or rights, copyrights, trademarks, trade secret rights, submitted idea rights, license rights and the equivalents of the foregoing under the laws of any jurisdiction, and all other intellectual property rights, including, without limitation, all applications and registrations with respect thereto, in and to the Parent IP.

Schedule 1

Country	Application No.	Application Date	Patent No.	Grant Date	Title
Australia	2019295764	06-27-2019			ION SELECTIVE MEMBRANE WITH IONOPHORES
Canada	3,117,099	11-15-2019			SPACERS FOR ION-EXCHANGE DEVICE
Canada	3,135,656	04-09-2020			ELECTRODIALYSIS SYSTEMS WITH DECREASED CONCENTRATION GRADIENTS AT HIGH RECOVERY RATES
Chile	202003398	06-27-2019			ION SELECTIVE MEMBRANE WITH IONOPHORES
European Patent Office	19896649.1	11-15-2019			SPACERS FOR ION-EXCHANGE DEVICE
Mexico	MX/a/2020/012758	06-27-2019			ION SELECTIVE MEMBRANE WITH IONOPHORES
Mexico	MX/a/2020/006520	12-21-2018			BIPOLAR ELECTROCHEMICAL SPACER
Mexico	MX/a/2020/012759	06-24-2019			3D PRINTED SPACERS FOR ION-EXCHANGE DEVICE
Mexico	MX/a/2021/005068	11-15-2019			SPACERS FOR ION-EXCHANGE DEVICE
Mexico	MX/a/2021/012214	04-09-2020			ELECTRODIALYSIS SYSTEMS WITH DECREASED CONCENTRATION GRADIENTS AT HIGH RECOVERY RATES
Mexico	MX/a/2021/015644	06-24-2020			ELECTRODIALYSIS PROCESS AND BIPOLAR MEMBRANE ELECTRODIALYSIS DEVICES FOR SILICA REMOVAL
Patent Cooperation Treaty	PCT/US2019/039598	06-27-2019			ION SELECTIVE MEMBRANE WITH IONOPHORES
Patent Cooperation Treaty	PCT/US2015/035044	06-10-2015			APPARATUS AND METHODS FOR TREATING WATER AND GENERATING ELECTRICAL POWER
Patent Cooperation Treaty	PCT/US2017/057800	12-23-2016			HIGH EFFICIENCY ELECTROCHEMICAL DESALINATION SYSTEM THAT INCORPORATES PARTICIPATING ELECTRODES
Patent Cooperation Treaty	PCT/US2018/067327	12-21-2018			BIPOLAR ELECTROCHEMICAL SPACER
Patent Cooperation Treaty	PCT/US2019/038751	06-24-2019			3D PRINTED SPACERS FOR ION-EXCHANGE DEVICE
Patent Cooperation Treaty	PCT/IB2019/001306	11-15-2019			SPACERS FOR ION-EXCHANGE DEVICE
Patent Cooperation Treaty	PCT/US2020/027517	04-09-2020			ELECTRODIALYSIS SYSTEMS WITH DECREASED CONCENTRATION GRADIENTS AT HIGH RECOVERY RATES
Patent Cooperation Treaty	PCT/US2020/039405	06-24-2020			ELECTRODIALYSIS PROCESS AND BIPOLAR MEMBRANE ELECTRODIALYSIS DEVICES FOR SILICA REMOVAL
Patent Cooperation Treaty	PCT/US2020/066897	12-23-2020			ELECTRODIALYSIS PROCESS FOR HIGH ION REJECTION IN THE PRESENCE OF BORON
Patent Cooperation Treaty	PCT/US2021/034427	05-27-2021			LIQUID CRYSTALLIZER SALTING OUT SOLUTION
United States of America	62/691,764	06-29-2018			ION SELECTIVE MEMBRANE WITH IONOPHORES
United States of America	62/010,136	06-10-2014			APPARATUS FOR GENERATING ELECTRICAL POWER
United States of America	62/100,730	01-07-2015			APPARATUS AND METHODS FOR GENERATING ELECTRICAL POWER
United States of America	62/339,653	05-20-2016			SYSTEMS AND METHODS FOR TREATING WATER
United States of America	62/745,010	10-12-2018			DIAGNOSTIC METHODS AND APPARATUS FOR ELECTRODIALYSIS
United States of America	62/689,357	06-25-2018			3D PRINTED SPACERS FOR ION-EXCHANGE DEVICE
United States of America	62/788,644	11-16-2018			SPACERS FOR ION-EXCHANGE DEVICE
United States of America	62/831,508	04-09-2019			ELECTRODIALYSIS SYSTEMS WITH DECREASED CONCENTRATION GRADIENTS AT HIGH RECOVERY RATES
United States of America	62/866,407	06-25-2019			ELECTRODIALYSIS PROCESS AND BIPOLAR MEMBRANE ELECTRODIALYSIS DEVICES FOR SILICA REMOVAL
United States of America	62/907,245	09-27-2019			HYBRID ELECTROCHEMICAL AND MEMBRANE-BASED PROCESSES FOR TREATING WATER WITH HIGH SILICA CONCENTRATIONS
United States of America	62/954,192	12-27-2019			ELECTRODIALYSIS PROCESS FOR HIGH ION REJECTION IN THE PRESENCE OF BORON

United States of America	62/984,681	03-03-2020				ELECTRODIALYSIS PROCESSES USING AN ORGANIC SOLVENT FOR SEPARATING DISSOLVED SPECIES
United States of America	63/033,190	06-01-2020				LIQUID CRYSTALLIZER SALTING OUT SOLUTION
United States of America	17/003,602	08-26-2020				BIPOLAR ELECTROCHEMICAL SPACER
United States of America	16/600,416	10-11-2019				DIAGNOSTIC METHODS AND APPARATUS FOR ELECTRODIALYSIS
United States of America	16/449,951	06-24-2019				3D PRINTED SPACERS FOR ION-EXCHANGE DEVICE
United States of America	16/685,617	11-15-2019				SPACERS FOR ION-EXCHANGE DEVICE
United States of America	17/705,862	03-28-2022				SPACERS FOR ION-EXCHANGE DEVICE
United States of America	17/705,866	03-28-2022				SPACERS FOR ION-EXCHANGE DEVICE
United States of America	16/844,787	04-09-2020				ELECTRODIALYSIS SYSTEMS WITH DECREASED CONCENTRATION GRADIENTS AT HIGH RECOVERY RATES
United States of America	16/911,056	06-24-2020				ELECTRODIALYSIS PROCESS AND BIPOLAR MEMBRANE ELECTRODIALYSIS DEVICES FOR SILICA REMOVAL
United States of America	17/035,119	09-28-2020				HYBRID ELECTROCHEMICAL AND MEMBRANE-BASED PROCESSES FOR TREATING WATER WITH HIGH SILICA CONCENTRATIONS
United States of America	17/132,235	12-23-2020				ELECTRODIALYSIS PROCESSES FOR HIGH ION REJECTION IN THE PRESENCE OF BORON
United States of America	17/189,853	03-02-2021				ELECTRODIALYSIS PROCESSES USING AN ORGANIC SOLVENT FOR SEPARATING DISSOLVED SPECIES
United States of America	17/332,684	05-27-2021				LIQUID CRYSTALLIZER SALTING OUT SOLUTION
United States of America	63/195,474	06-01-2021				DIRECT SOLVENT CONTACT CRYSTALLIZATION ZERO-LIQUID DISCHARGE DESALINATION WITH VOLATILE HYDROPHOBIC RECOVERY AGENT GENERATION
United States of America	63/289,819	12-15-2021				ION REMOVAL FROM HEAVY ENDS USING ELECTRODIALYSIS
United States of America	16/454,935	06-27-2019	11,020,713		06-10-2021	ION SELECTIVE MEMBRANE WITH IONOPHORES
United States of America	14/734,652	06-09-2015	9,666,873		05-30-2017	APPARATUS AND METHODS FOR TREATING WATER AND GENERATING ELECTRICAL POWER
United States of America	15/390,165	12-23-2016	10,604,426		03-31-2020	HIGH EFFICIENCY ELECTROCHEMICAL DESALINATION SYSTEM THAT INCORPORATES PARTICIPATING ELECTRODES
United States of America	15/853,155	12-22-2017	10,799,834		10-13-2020	BIPOLAR ELECTROCHEMICAL SPACER
United States of America	63/333,251	04-21-2022				REMOVAL OF HARDNESS USING TEMPLATE ASSISTED CRYSTALLIZATION FOR ELECTRODIALYSIS DESALINATION OF SALINE WATER

Country	Application No.	Application Date	Registration No.	Registration Date	Title
European Union	IR1440783 (Abandoned)	11-05-2018	IR1440783	11-05-2018	MAXIMUM RECOVERY. MINIMUM ENERGY.
India	IR1440783	11-05-2018	IR1440783	11-05-2018	MAXIMUM RECOVERY. MINIMUM ENERGY.
Madrid Protocol (TM)	IR1440783	11-05-2018	IR1440783	11-05-2018	MAXIMUM RECOVERY. MINIMUM ENERGY.
Mexico	2648305	11-17-2021	2366079	03-04-2022	MITRAX
Mexico	IR1440783	11-05-2018	IR1440783	07-16-2020	MAXIMUM RECOVERY. MINIMUM ENERGY.
United States of America	87/047,384 (Abandoned)	05-23-2016			MARCONIC UNIT
United States of America	88/545,432 (Abandoned)	07-29-2019			CLEAN WATER. SAVE ENERGY.
United States of America	90/723,433	05-20-2021			MITRAX
United States of America	97/174,282	12-15-2021			WATER TITAN & DESIGN
United States of America	97/294,255	03-03-2022			TRANSFORMING THE VALUE OF WATER
United States of America	87/914,479	05-09-2018	6,059,307	05-19-2020	MAXIMUM RECOVERY. MINIMUM ENERGY.
United States of America	87/981,959	05-09-2018	5,945,127	12-24-2019	MAXIMUM RECOVERY. MINIMUM ENERGY.
United States of America	87/047,379	05-23-2016	5,692,119	03-05-2019	MAGNA IMPERIO SYSTEMS
United States of America	87/047,382	05-23-2016	5,692,120	03-05-2019	END
United States of America	87/047,390	05-23-2016	5,692,121	03-05-2019	MI SYSTEMS & DESIGN
United States of America	90/858,223	08-02-2021			THE QUALITY IS CLEAR

TRADEMARK

REEL: 008039 FRAME: 0513

RECORDED: 04/12/2023