

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
EFFECTIVE DATE:	02/19/2005										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Prime Bioshield, L.L.C.</td> <td>02/19/2005</td> </tr> <tr> <td>Nebraska BioClean, L.L.C.</td> <td>02/19/2005</td> </tr> <tr> <td>Nebraska BioClean-Mead, L.L.C. k/n/a E3 (3 is superscripted) BioFuels-Mead, LLC</td> <td>02/19/2005</td> </tr> </tbody> </table>		Name	Execution Date	Prime Bioshield, L.L.C.	02/19/2005	Nebraska BioClean, L.L.C.	02/19/2005	Nebraska BioClean-Mead, L.L.C. k/n/a E3 (3 is superscripted) BioFuels-Mead, LLC	02/19/2005		
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>E3 (3 is superscripted) BioFuels, LLC</td> </tr> <tr> <td>Street Address:</td> <td>5225 Renner Road</td> </tr> <tr> <td>City:</td> <td>Shawnee</td> </tr> <tr> <td>State/Country:</td> <td>KANSAS</td> </tr> <tr> <td>Postal Code:</td> <td>66217</td> </tr> </table>		Name:	E3 (3 is superscripted) BioFuels, LLC	Street Address:	5225 Renner Road	City:	Shawnee	State/Country:	KANSAS	Postal Code:	66217
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PROPERTY NUMBERS Total: 2											
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CORRESPONDENCE DATA											
<p>Fax Number: (602)364-7070</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 602-364-7367</p> <p>Email: ndcollora@bryancave.com</p> <p>Correspondent Name: George C. Chen</p> <p>Address Line 1: Two North Central Avenue, Suite 2200</p> <p>Address Line 4: Phoenix, ARIZONA 85004-4406</p>											
ATTORNEY DOCKET NUMBER:	C051455/0185098										
NAME OF SUBMITTER:	George C. Chen										

CH \$80.00 6355456

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PATENT
REEL: 017746 FRAME: 0174

Total Attachments: 3

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This instrument shall not be effective until the fulfillment of the condition subsequent contained in Section 4.4 of the Subscription and Contribution Agreement, dated the date hereof, among *E³ Bio*, the *Assignors* and the owners and interestholders of *PBS*.

In consideration of the issuance of Class B Common Units (*Units*) of *E³ Bio Fuels, LLC*, a Delaware limited liability company (*E³ Bio*) to Prime BioShield, L.L.C., a Nebraska limited liability company (*PBS*), the receipt of which is hereby acknowledged, *PBS* and its subsidiary Nebraska BioClean, L.L.C., a Nebraska limited liability company (*NBC*), and *NBC*'s subsidiary Nebraska BioClean-Mead, L.L.C., a Nebraska limited liability company (*NBC-M*), and collectively with *PBS* and *NBC*, the *Assignors*), hereby sell, assign, transfer, and set over unto *E³ Bio*, the assignee herein, the entire right, title, and interest in and to all intellectual property the *Assignors* own or have any ownership interest in, or later develop and own or obtain ownership interest in, such intellectual property to include, but not be limited to:

- a. inventions, models, designs, developments, ideas, concepts, shop rights, proprietary processes and formulae, and items of proprietary know-how, information or data whether or not patentable, whether or not reduced to practice or whether or not yet made the subject of a pending patent application or applications, including, without limitation, U.S. Patent No. 6,355,456 (said invention, patent and all similar legal protection, not only in the United States and its territorial possessions, but in countries foreign thereto, in existence or to be obtained for said invention or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention, and any improvement thereof);
- b. ideas and conceptions of potentially patentable subject matter, including, without limitation, any patent disclosures, whether or not reduced to practice and whether or not yet made the subject of a pending patent application or applications;
- c. national (including the United States) and multinational statutory invention registrations, patents, patent registrations and patent applications (including all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations) and all rights therein provided by multinational treaties or conventions and all improvements to the inventions disclosed in each such registration, patent or application;
- d. trademarks, service marks, trade dress, logos, trade names, domain names, business names and corporate names, whether or not registered, including all common law rights and registrations and applications for registration thereof, including, but not limited to, all marks registered in the United States Patent and Trademark Office, and the trademark offices of other nations throughout the world, and all rights therein provided by multinational treaties or conventions;
- e. copyrights (registered or otherwise), copyrighted works, mask works, derivative works, and registrations and applications for registration thereof, and all rights therein provided by multinational treaties or conventions;

- f. computer software, including, without limitation, source code, operating systems and specifications, data, data bases, files, programs, documentation and other materials related thereto, and rights to Uniform Resource Locators and Web site addresses;
- g. trade secrets and confidential, technical or business information (including ideas, formulas, compositions, inventions, and conceptions of inventions whether patentable or unpatentable and whether or not reduced to practice);
- h. whether or not confidential, technology (including know-how and show-how), manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, projections, market studies, pricing and cost information, business and marketing plans, and prospect, customer and supplier lists and information;
- i. copies and tangible embodiments of all of the foregoing, in whatever form or medium;
- j. rights to obtain and rights to apply for patents, to claim priority to earlier-filed patent applications and to register trademarks and copyrights;
- k. rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement of any of the intellectual property rights set forth above;
- l. all intangible rights, in whatever form, recognized as protectable intellectual property under the laws of any country; and
- m. all the goodwill associated with any of the foregoing, and licenses, sublicenses, assignments, and agreements and all rights to royalties and other payments in respect of any of the foregoing, in each case which are owned, used, licensed or assigned by or to any *Assignor*

, the same to be held and enjoyed by *E³ Bio*, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the *Assignors* if this assignment and sale and not been made.

E³ Bio is hereby authorized to make application for and receive Letters Patent for any inventions relating to such devices and processes and, in its sole discretion, to register in its name the rights to any of said intellectual property in any countries. The Assistant Commissioner for Patents is hereby authorized and requested to issue any and all Letters Patent of the United States for said inventions to *E³ Bio*.

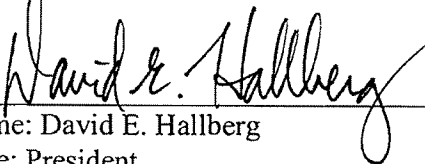
The *Assignors* further agree to execute or procure any further necessary assurance of title to intellectual property; and at any time, upon the request and at the expense of *E³ Bio*, to execute and deliver any and all documents that may be necessary or desirable to perfect the title to such intellectual property in *E³ Bio's* name, and to make all rightful oaths and do all lawful

acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of *E³ Bio*, its successors or assigns.

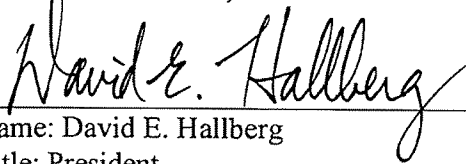
Dated: February 19, 2005 or consent to the terms hereof as if executed on such date.

ASSIGNORS:

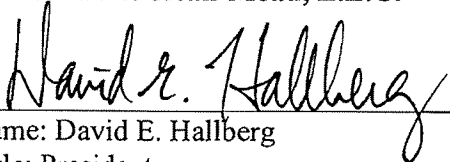
Prime BioShield, L.L.C.


Name: David E. Hallberg
Title: President

Nebraska BioClean, L.L.C.

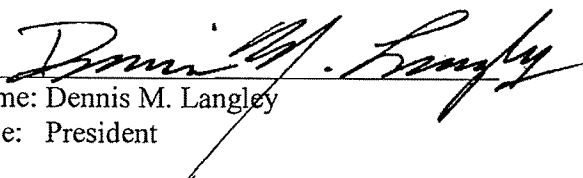

Name: David E. Hallberg
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Nebraska BioClean-Mead, L.L.C.


Name: David E. Hallberg
Title: President

ASSIGNEE

E³ Bio Fuels, LLC


Name: Dennis M. Langley
Title: President

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