

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dakota AG Energy, Inc.	06/29/2006
Prime BioShield, L.L.C.	06/29/2006
E3 (3 is superscripted) BioFuels, LLC	06/29/2006
RECEIVING PARTY DATA	
Name:	IBR Patent Holdco, LLC
Street Address:	5225 Renner Road
City:	Shawnee
State/Country:	KANSAS
Postal Code:	66217
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10752531
Patent Number:	6355456
CORRESPONDENCE DATA	
Fax Number:	(602)364-7070
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6023647000
Email:	kewright@bryancave.com
Correspondent Name:	George C. Chen
Address Line 1:	Two North Central Avenue
Address Line 2:	Suite 2200
Address Line 4:	Phoenix, ARIZONA 85004-4406
ATTORNEY DOCKET NUMBER:	0185098-NO3
NAME OF SUBMITTER:	George C. Chen

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Total Attachments: 3

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ASSIGNMENT OF INTELLECTUAL PROPERTY

The following *Assignors* do hereby affix their signatures hereto: Dakota AG ENERGY, Inc.; Prime BioShield, L.L.C.; and E³ BioFuels, LLC. To the extent that any of the *Assignors* have any right, title, and/or interest in and to the following intellectual property, the *Assignors* hereby sell, assign, transfer, and set over unto IBR Patent Holdco, LLC., (*Patent HoldCo*), the *Assignee* herein, all their right, title, and interest in and to all of the following intellectual property, whether such right, title, and/or interest exists now or in the future, whether such right, title, and/or interest exists by assignment, license, or otherwise, and whether such right, title, and/or interest exists individually, jointly with each other, or jointly with a third party:

a. U.S. Patent No. 6,355,456, U.S. Patent Application Serial No. 10/752,531, (Application) and any improvements to either of U.S. Patent No. 6,355,456 (Patent) and U.S. Patent Application Serial No. 10/752,531, regardless of whether such improvements are created before or after the effective date of this Assignment (collectively, Patents) (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 provisional, non-provisional, continuation, continuation-in-part, continued prosecution, request for continued examination, divisional, renewal, extension, substitute, reexamination 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); and

b. inventions, models, designs, developments, ideas, concepts, shop rights, proprietary processes and formulae, and items of proprietary know-how and show-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, developed now or at a later date, but in all events prior to January 1, 2010, related to a nutrient recovery unit (NRU) with said NRU being defined as those facilities that use the Patent or the Application and that use a biological process of microbes in an oxygen free environment to process digestate from an anaerobic digester in order to produce saleable products (e.g. compost and aqueous ammonia) and irrigation water, with the digestate being the refuse product resulting from the production of biogas from manure and thin stillage. "IPR" or "Intellectual Property" shall mean only and shall be limited to (i) the Patent; (ii) the Application; (iii) any and all hereafter improvements or modifications relating directly to the Patent and/or Application; and (iv) any and all technology, information and intellectual property of every kind and nature whatsoever relating directly to the NRU and used in conjunction with the Patent or Application, now existing or hereafter developed by any Party hereto and/or their Affiliates on or before January 1, 2010, whether or not the same is capable of being patented;

the same to be held and enjoyed exclusively by *Patent HoldCo*, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by any of and each of the *Assignors* if this assignment and sale and not been made.

Patent HoldCo is hereby authorized to make application for and receive Letters Patent for any inventions relating to such intellectual property and, in its sole discretion, to

register in its name the rights to any of said intellectual property in any countries. The Commissioner or Assistant Commissioner for Patents (or their designees) are hereby authorized and requested to issue any and all Letters Patent of the United States for said inventions to *Patent HoldCo*. Other similar entities in foreign countries are also hereby authorized and requested to issue any and all patents in their respective countries to *Patent HoldCo*.

The *Assignors* further agree to execute or procure any further necessary assurance of title to such intellectual property; and at any time, upon the request and at the expense of *Patent HoldCo*, to execute and deliver any and all documents that may be necessary or desirable to perfect the title to such intellectual property in *Patent HoldCo'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 *Patent HoldCo*, its successors or assigns.

The *Assignors* grant to *Patent HoldCo*, its successors, assigns, and legal representatives the power to insert on this assignment any further identification, including the application number and filing dates, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office and/or the United States Copyright Office, or any other patent, trademark, or copyright office, for recordation of this document.

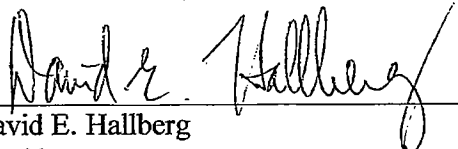
The *Assignors* covenant with *Patent HoldCo* and its successors and assigns that the right, title, and interest hereby conveyed is free from all prior assignment, grant, mortgage, license, or other encumbrance.

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Dated: June 29, 2006

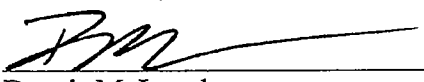
ASSIGNORS:

Prime BioShield, L.L.C.



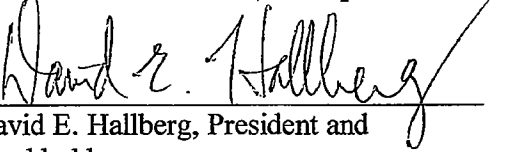
David E. Hallberg
President

E3 BioFuels, LLC

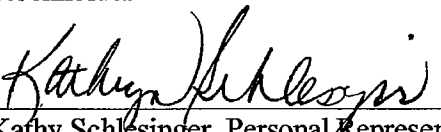


Dennis M. Langley
Chairman

Dakota AG ENERGY, Incorporated



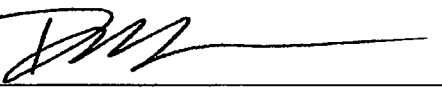
David E. Hallberg, President and
Stockholder



Kathy Schlesinger, Personal Representative
of the Estate of Victor Schlesinger, deceased,
Stockholder

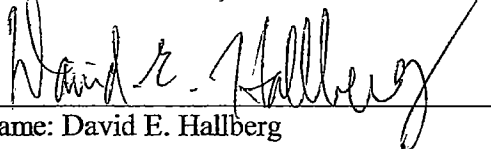
ASSIGNEE:

IBR Patent Holdco, LLC



Name: Dennis M. Langley
Title: President of E³ Patent Holding, LLC
Class A Member

IBR Patent Holdco, LLC



Name: David E. Hallberg
Title: President of PBS Patent Holding, LLC
Class B Member