

07-25-2006

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Paul F. Waters, Ph.D.

John B. Waters

7-19-06

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 28, 2006

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other

2. Name and address of receiving party(ies)

Name: Himmelsbach Holdings, LLC

Internal Address: _____

Street Address: 1025 Connecticut Avenue, NW,

Suite 1000

City: Washington

State: DC

Country: US Zip: 20036

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/414,249

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Matthew J.S. Graham, Fredrikson & Byron, P.A.

Internal Address: _____

Street Address: 200 South Sixth Street

Suite 4000

City: Minneapolis

State: MN Zip: 55402

Phone Number: 612 492-7000

Fax Number: 612 492-7077

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
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b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

July 17, 2006

Date

Matthew J. S. Graham

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

07/24/2006 DBYRNE 00000111 11414249

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ASSIGNMENT

WHEREAS, we, Paul F. Waters, Ph.D. and John B. Waters, both of 5052 Loughboro Rd. NW, Washington, DC 20016, have invented certain new and useful improvements in LOW MOLECULAR WEIGHT FUEL ADDITIVE, for which a utility application has been made, said application which may be identified in the United States Patent Office by Application No. 11/414,249 filed April 27, 2006.

WHEREAS, Himmelsbach Holdings, LLC ("Assignee"), a limited liability company organized and existing under the laws of the State of Delaware, and having its principal offices at 1025 Connecticut Avenue, NW, Suite 1000, Washington, DC 20036, is desirous of acquiring the entire right, title and interest in and to said invention, said application and in, to and under any and all Letters Patent to be obtained therefore;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to us in hand paid by said Assignee, the receipt of which is hereby acknowledged, we have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer unto the said Assignee, its successors and assigns, our entire right, title and interest in and to said utility application, hereto including the inventions therein described and claimed to any other application from which those applications claim priority in whole or in part including, but not limited to, all renewals, reissues, extensions, substitutions, continuations, continuations-in-part, or divisions thereof, or any other applications which claim any priority rights thereof; all foreign applications based thereon; all United States or foreign Letters Patents which may issue with respect to such applications and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned Assignee in accordance herewith; all rights to enforce patent rights to such applications and Letters Patents as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made; together with all claims by Assignor for damages by reason of past infringement or for provisional rights and including the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives.

We further authorize said Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of the International Convention.

Upon said consideration we do hereby covenant and agree with the said Assignee, its successors and assigns, that we will not execute in writing or do any act whatsoever conflicting with these presents, and that we or our executors or administrators will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any

and all foreign countries on said invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seal as dated below.

Date: 6/28/06

Paul F. Waters, Ph.D.
Paul F. Waters, Ph.D.

Subscribed and sworn to before me
this 28 day of June, 2006

[Signature]
Notary Public

[Notary Seal] 7-29-07

Date: 6/28/2006

[Signature]
John B. Waters

Subscribed and sworn to before me
this 28 day of June, 2006.

[Signature]
Notary Public

[Notary Seal] 7-29-07

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