## Electronic Version v1.1

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SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY DATA				
		Name	Execution Date	
Gary F Seymour 01/28/2008				
RECEIVING PARTY DATA				
Name:	Twister Energy Corporation			
Street Address:	717 10th Avenue Northwest			
City:	Grand Rapids			
State/Country:	MINNESOTA			
Postal Code:	55744			
PROPERTY NUMBERS Total: 1 Property Type Number				
Application Number: 11613		045		72
CORRESPONDENCE DATA				
Fax Number:(701)237-0544Correspondence will be set via US Mail when the fax attempt is unsuccessful.Phone:701-281-8822Email:jgilbert@neustel.comCorrespondent Name:Neustel Law Offices, LTDAddress Line 1:2534 South University Drive, Suite 4Address Line 4:Fargo, NORTH DAKOTA 58103				OP \$40.00
ATTORNEY DOCKET NUMBER:		SEYM-003		
NAME OF SUBMITTER:		Jason L. Gilbert		
Total Attachments: 2 source=AssignmentAgreementSEYM003#page1.tif source=AssignmentAgreementSEYM003#page2.tif				

## **ASSIGNMENT OF PATENT RIGHTS**

WHEREAS, I, Gary F. Seymour, of Grand Rapids, Minnesota (hereinafter "Assignor"), have invented a certain new and useful invention entitled Commercial Production of Synthetic Fuel from Bio-Diesel By Products System (hereinafter "Invention") described within U.S. Patent Application No. 11/613,045; and

WHEREAS, **Twister Energy Corporation**, a corporation organized in the State of Minnesota, having a place of business at 717 10<sup>th</sup> Avenue Northwest, Grand Rapids, Minnesota 55744 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Invention and all Letters Patent of the United States and Letters Patent in any and all foreign countries which may be obtained or have already been obtained therefore;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I do hereby sell, assign, transfer and set over unto said Assignee, its successors, assigns and legal representatives the entire right, title and interest in and to:

- (i) said Invention;
- (ii) United States Patent Application No. 11/613,045 filed in the United States Patent and Trademark Office on December 19, 2006 entitled Commercial Production of Synthetic Fuel from Bio-Diesel By Products System, along with all rights to claim priority therefrom and/or thereto;
- (iii) all patents of the United States and in any and all foreign countries which may be issued for said Invention, along with all rights to claim priority therefrom and/or thereto;
- (iv) all patent applications, continuations, continuations-in-part, divisionals, reexaminations and reissues of said Invention as described in the above-mentioned patent application in the United States and in any and all foreign countries, along with all rights to claim priority therefrom and/or thereto; and
- (v) all claims for damages by reason of past infringement with the right to sue for and collect the same and obtain all other possible remedies for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives;

as fully and completely as the same would have been held by me had this Assignment and sale not been made. The above-said entire right, title and interest shall vest irrevocably in said Assignee.

I further agree upon request, without additional compensation but at no expense to myself, to execute or assent to foreign applications, and to execute all other legal documents as may be necessary or desirable to vest the enjoyment of the said entire right, title and interest hereby transferred in Assignee, its legal representatives, successors and assigns, or as the Assignee may direct. I specifically agree to, but without limitation, the following when requested by Assignee:

- (i) I will communicate to Assignee all facts known to me respecting said Invention;
- (ii) I will, as and when requested by Assignee, execute all lawful papers which Assignee may deem advisable for carrying out the true purposes and intent hereof, including all lawful oaths and affidavits, one or more written confirmations of this Agreement, all applications for Letters Patent in foreign countries and all divisional, continuation, reissue and substitute applications for Letters Patent for said Invention; and

Page 1 of 2 **PATENT REEL: 020439 FRAME: 0092**  (iii) I will testify in any legal proceedings which involve said Invention or any Letters Patent granted therefore.

I hereby authorize and request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said Invention to the said Assignee, its legal representatives, successors and assigns, as the sole owner of the entire right, title and interest in and to said patents and inventions covered thereby. I acknowledge and agree that the obligations recited herein are binding upon me and my heirs, executors, administrators and assigns forever.

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of North Dakota, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date appearing beside my name.

Gary F. Seymour

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1/28/08

STATE OF

COUNTY OF Itasca

On this  $\underline{-\partial f}^{h}$  day of  $\underline{\int anuany}$ , 2008, before me, a notary public within and for said County and State, personally appeared **Gary F. Seymour**, to me known to be the person described in and who executed the foregoing instrument.

Notary Public My Commission Expires:

HEATHER M. SWANSON Notary Public-Minnesota My Commission Expires Jan 31, 2010 & LAAAAAAAAAAAA