

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Herbert S. Price	02/08/2008
RECEIVING PARTY DATA	
Name:	University of Wyoming Research Corporation dba Western Research Institute
Street Address:	365 North 9th Street
City:	Laramie
State/Country:	WYOMING
Postal Code:	82072-3380
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11990417
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ATTORNEY DOCKET NUMBER:	WRI-COALD-USNP
NAME OF SUBMITTER:	Nicole A. Ressue
Total Attachments: 4 source=Assign-Price-SIGNED#page1.tif source=Assign-Price-SIGNED#page2.tif source=Assign-Price-SIGNED#page3.tif source=Assign-Price-SIGNED#page4.tif	

OP \$40.00 11990417

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REEL: 020570 FRAME: 0663

IN THE UNITED STATES PATENT AND
TRADEMARK OFFICE
PCT BRANCH

In Re the Application of: University of Wyoming Research Corporation d/b/a
Western Research Institute
Inventors: Song Jin, Alan E. Bland, Herbert S. Price
International Application No: PCT/US2006/031723
International Filing Date: 14 August 2006 (14.08.2006)
Original US Application: 60/707,697
Earliest Priority Date: 12 August 2005 (12.08.2005)
Title: Systems for Enhancement of Biogenic Methane Production
Receiving Office: RO/US
Attorney Docket: WRI-CoalD-PCT

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT document is made effective as of the 14th day of August, 2006, between and among Herbert S. Price, whose address is 600 Ironwood Street, Green River, WY 82935, US (individually the "Assignor") and University of Wyoming Research Corporation d/b/a Western Research Institute, having its principal office at: 365 North 9th Street, Laramie, WY 82072-3380, (the "Assignee").

WHEREAS, the Assignor has contributed to some degree in conceiving or developing technology relating to systems for enhanced methane production including, but not limited to, the technology initially described or indicated in the application identified by the caption listed above and specifically for the microbial gasification of oil shale (the "Invention");

WHEREAS, the Assignor, either by himself or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS, this Assignment of Patent Rights coexists with the Agreement to Share Intellectual Property Rights: Biogenic Methane Production Enhancement Systems for Oil Shale dated June, 2007 ("the Shared Agreement"); and

WHEREAS, the Assignor, acknowledges his obligation to assign all right, title, and interest in any and all patent rights in the Invention under the Shared Agreement;

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agree as follows:

Initial: 

1. Assignor warrants that:

- a. he has the authority to assign all right, title, and interest originated now or hereafter by him involving the Invention;
- b. he has conveyed no right, title, or interest in the Invention to any party other than the Assignee;
- c. to the extent any Assignor conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he has the authority to act as agent for such an entity and to fully transfer such rights; and
- d. at the time of signing of this Assignment, he neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any other's coinventorship.

2. Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:

- a. all such worldwide rights to make, use, and sell the Invention;
- b. all rights to make, own, and control any applications for United States or foreign patents relating to or based upon the Invention, including, but not limited to: all rights to the above-identified application, all rights to make any claim for any priority to which such applications may be entitled, all rights to any continuing application(s), divisional application(s), substitution application(s), continuation application(s), continuation-in-part application(s), national phase application(s), regional phase application(s), foreign application(s); and all patents which may be granted thereon; and all reissues, extensions, or other related rights related thereto;
- c. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government;
- d. all rights to any documents, notes, and evidence regarding any aspect of the Invention; and
- e. all rights to seek protection covering such aspects or claims as the Assignee deems appropriate, specifically, including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by the Assignee; claims which address any aspect conceived, developed, or disclosed as

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separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.

3. Assignor acknowledges a legal and equitable obligation to assign to the Assignee any and all patent rights and covenants that he has not and will not execute any agreement in conflict with this Assignment and will not offer any opinions, or take or assist in taking any actions which might tend to diminish the scope of protection available to the Assignee. Further, Assignor warrants that other than rights of the Assignee, he maintains the entire right, title, and interest in and to the Invention as may exist by virtue of his contribution and has made no conveyance of any rights whatsoever to any other person. Assignor also covenants that he will promptly and continuously inform the Assignee of any articles, patents, or other references, or prior art of which he becomes aware which may be material to the assessment of patentability of the Invention.

4. The parties acknowledge that this Assignment of Patent Rights is made by them to implement their previous "Agreement to Share Intellectual Property Rights: Biogenic Methane Production Enhancement Systems for Oil Shale." This Assignment of Patent Rights is not intended to modify or supersede the terms of the previous Shared Agreement.

5. Assignor further covenants and agrees that he will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, or reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention in all countries without further consideration but at the expense of the Assignee.

6. Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Invention, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. Assignor also further covenants and agrees that he will sign all lawful papers, consents, and generally do everything possible to aid the Assignee in petitioning waiver of access of each Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the invention, as provided above.

7. Assignor grants the firm of Santangelo Law Offices, P.C., the power to insert on this Assignment or any other document any further identification which may be necessary or desirable such as to indicate filing information or to comply with the rules of the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, mailing information, or the filing date of the above-identified United States Patent Application.

8. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be

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unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

9. This Agreement shall be construed and enforced in accordance with the laws and jurisdiction of the State of Wyoming or under the federal laws of the United States to the extent they supersede state law. In the event any claim or controversy arises under this agreement or the parties' relationship, the parties agree to submit to exclusive jurisdiction and venue for the resolution of such dispute in the District Court of Albany County, Wyoming, or to the extent necessary in federal court in the District of Wyoming, United States of America.

SIGNATURE:

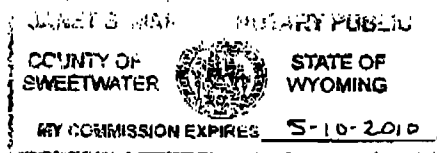
Herbert S. Price
Herbert S. Price

Date of Assignment Signature: Feb 8, 2008
Date of Execution of Application: August 14, 2006
(signing the Declaration)

UNITED STATES OF AMERICA)
STATE OF Wyoming)ss.
COUNTY OF Sweetwater)

SUBSCRIBED AND AFFIRMED OR SWORN TO OR ACKNOWLEDGED before me in the County of Sweetwater State of Wyoming, United States of America, by Herbert S. Price, this 8th day of February, 2008.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Wyoming.



Robert B. Martin
Notary Public
Address (Required) 189 W 1st North
Green River WY 82925
My Commission Expires: 5-10-2010

Initial: HP