

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Payload Systems, Inc.	07/29/2008

RECEIVING PARTY DATA

Name:	Greenfuel Technologies Corp.
Street Address:	735 Concord Avenue
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02138

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	60926622
Application Number:	60926569
Application Number:	12110178

CORRESPONDENCE DATA

Fax Number: (617)646-8646
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-646-8000
Email: jdaley@wolfgreenfield.com
Correspondent Name: Eric L. Amundsen
Address Line 1: 600 Atlantic Avenue
Address Line 2: Wolf, Greenfield & Sacks, P.C.
Address Line 4: Boston, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:

B1110.70015US01

NAME OF SUBMITTER:

Eric L. Amundsen Reg. No. 46,518

Total Attachments: 3

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PATENT

REEL: 021993 FRAME: 0477

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 B1110.70015WO00

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Payload Systems, Inc., a Delaware Corporation having a place of business at 247 Third Street, Cambridge, MA 02142 for itself, its assigns and legal representatives ("Assignor") hereby:

1. Sells, assigns and transfers to GreenFuel Technologies Corp., a Delaware corporation having a place of business at 735 Concord Avenue, Cambridge, Massachusetts 02138, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, my entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and designs which are disclosed in the following applications for Letters Patent filed in the United States Patent and Trademark Office:

Serial No.	Filing Date	Attorney Docket No.	Title
60/926,622	April 27, 2007	B1110.70015US00	PHOTOBIOREACTOR SYSTEMS POSITIONED ON BODIES OF WATER
60/926,569	April 27, 2007	B1110.70016US00	PHOTOBIOREACTOR SYSTEMS POSITIONED ON BODIES OF WATER
12/110,178	April 25, 2008	B1110.70015US01	PHOTOBIOREACTOR SYSTEMS POSITIONED ON BODIES OF WATER
PCT/US2008/005383	April 25, 2008	B1110.70015WO00	PHOTOBIOREACTOR SYSTEMS POSITIONED ON BODIES OF WATER

and in and to said applications and all non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar Intellectual property rights which have been or shall be filed in the United States, internationally, and in any foreign country, including but not limited to Japan and Korea, on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States or any other jurisdiction on said inventions, including the right to apply for patent rights in each foreign country and all rights to priority;

2. Agrees that said Assignee may apply for and receive Letters Patent and utility model and industrial design registrations for said inventions in its own name; and when requested, without charge to but at the expense of said Assignee, agrees to carry out in good faith the intent and purpose of this assignment, by executing all such further, assignments, powers of attorney and other papers, by communicating to said Assignee all facts known to it relating to said inventions and the history thereof, and generally by doing everything reasonably possible which said Assignee shall consider desirable for aiding in securing and maintaining proper protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee;

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3. Requests the Honorable Director of the United States Patent and Trademark Office and non-US patent authorities to issue said Letters Patent to said Assignee;
4. Authorizes and requests Wolf, Greenfield & Sacks, P.C. to supply any missing patent/application identification information or correct any errors in the patent/application identification information provided above, whether discovered prior to or after recordation;
5. Covenants with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by it and that full right to convey the same as herein expressed is possessed by it; and
6. Appoints Assignee, through its designee, its attorney-in-fact to execute, in its name and on its behalf, any and all documents required to effectuate this Assignment, specifically including, but not limited to, those documents specified above and any necessary corrective assignments.

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This instrument is executed under seal.

JULY 29, 2008
Date

FOR ASSIGNOR:

Ralph Koch
Name: RALPH KOCH

Title: VP & CFO

Payload Systems, Inc.
One Broadway, 12th Fl
Cambridge, MA 02142

STATE/Commonwealth of Virginia :
City
COUNTY OF Manassas :

On this 30 day of July, 2008, before me, the undersigned notary public, personally appeared Ralph Koch, proved to me through satisfactory evidence of identification, which were Virginia driver license to be the person who signed the preceding or attached document in my presence and swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

SEAL Susan G. Must
Notary Public

My commission expires 1/31/12

My commission expires _____

