

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Dr. Blaise McArdle	07/07/2009

RECEIVING PARTY DATA

Name:	MICROSALS, LLC
Street Address:	41 Taylor Street
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01103

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	6197199
Patent Number:	5942123
Patent Number:	5747416
Patent Number:	5645880
Patent Number:	5626658
Patent Number:	5591473
Patent Number:	5514412

CORRESPONDENCE DATA

Fax Number: (413)272-6806

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (413) 272-6284

Email: JDuda@Bulkley.com

Correspondent Name: J. Duda of Bulkley, Richardson & Gelinas

Address Line 1: 1500 Main Street, P.O. Box 15507

Address Line 4: Springfield, MASSACHUSETTS 01115-5507

500934790

PATENT
REEL: 023085 FRAME: 0297

CH \$280.00 6197199

ATTORNEY DOCKET NUMBER:	27818-00001
NAME OF SUBMITTER:	James C. Duda
Total Attachments: 5 source=Microsals IP Assignment#page1.tif source=Microsals IP Assignment#page2.tif source=Microsals IP Assignment#page3.tif source=Microsals IP Assignment#page4.tif source=Microsals IP Assignment#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement"), dated as of July 7, 2009 (the "Effective Date"), is by and between BLAISE MCARDLE, an individual residing at 247 East Market Street, Bethlehem, Pennsylvania ("Assignor"), and MICROSALS, LLC, (hereinafter "Assignee"), a Massachusetts limited liability company, having a place of business at 41 Taylor Street, Springfield, Massachusetts 01103 ("Assignee").

Recitals

Assignor is the owner of Assignor IP, as hereinafter defined, and owns a membership interest in Assignee.

Assignor has determined that Assignee has the resources to effectively license and promote Assignor IP more effectively than can Assignor acting alone.

Assignor intends by this agreement to assign and transfer to Assignee all of Assignor's right, title, and interest in and to all Assignor IP, and Assignee is desirous of acquiring the entire right, title and interest in and to all Assignor IP.

Terms

For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions

a. Assignor IP means the entire current and future right, title and interest of Assignor in and to: (1) all Patents; (2) all trademarks, copyrights, domain names, trade secrets, inventions, patents and other intellectual property relating to protein-polysaccharide complexes, whenever conceived, invented, created, or developed, whether before or after the date of this Agreement; and (3) all other trademarks, copyrights, domain names, trade secrets, inventions, patents and other intellectual property that Assignor solely or cooperatively conceived, invented, created, or developed since January 1, 2006, whether before or after the date of this Agreement. For avoidance of doubt, Assignor IP includes, but is not limited to, all intellectual property of any type that Assignor shall invent, create, or develop after the date of this Agreement.

b. Patents means the inventions disclosed in the United States patents listed on the **Schedule A** attached hereto and incorporated herein by reference, and any patents, and any reissues and extensions thereof, which issue or have issued in any country upon patent applications which correspond with any of such patents or any divisional, continuation-in-whole, or continuation-in-part thereof.

2. Assignment. Assignor hereby assigns and transfers to Assignee all Assignor IP and any other materials, works, reports, information, data, computer software and work product of any kind related to Assignor's efforts in connection with development of Assignor IP, including the right to sue and collect for past infringement, and any contract rights of the Assignor with

respect to the license of Assignor's IP, the same to be held and enjoyed by Assignee for its own use and for the use of its successors and assigns, as fully and entirely as the same would have been held by Assignor had this assignment and transfer not been made. This assignment and transfer includes an assignment of Assignor's rights under the Amended and Restated License Agreement between Assignor and Sandcastle Technology, LLC, dated September 19, 2007 (the "Sandcastle License Agreement"), and is subject thereto. Assignee assumes the obligations of Assignor under the Sandcastle License Agreement.

3. Representations and Warranties. Assignor represents and warrants that: (i) Assignor has the power and authority to enter into this Agreement and to assign the Assignor IP in accordance with this Agreement; (ii) Assignor has no knowledge of any third party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Assignor IP; (iii) no third party consents, assignments or licenses are necessary to perform under this Agreement; and (iv) Assignor has no obligations to any employer (whether by law or by contract) that could in any way prohibit Assignor from assigning and transferring the Assignor IP to Assignee. Assignor shall immediately notify Assignee in writing if any facts or circumstances arise that would make any of the representations in this Agreement inaccurate in any way.

4. Governing Laws; Jurisdiction. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of laws principles. To the full extent permitted by law, the jurisdiction for any action relating to this Agreement shall be a federal or state court in Hampden County, Massachusetts, and the parties consent to such jurisdiction and waive any claim, and agree not to plead that, any such action or proceeding has been brought in an inconvenient forum.

5. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law that renders any such provision prohibited or unenforceable in any respect.

6. Cooperation Following the Execution. Following the execution of this Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement, to record and perfect the assignment to Assignee of Assignor IP invented, created, or developed after the date of this Agreement, and to assure to the other party the benefits of this Agreement, including but not limited to the recording of this assignment with the United States Patent and Trademark Office in connection with each of the Patents.

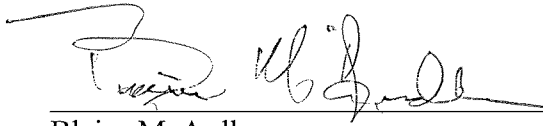
7. Power of Attorney. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any lawful and necessary documents required to apply for or to prosecute any

United States or foreign applications for letters patent, or for registration of any copyright or trademark, Assignor irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney in fact, to act for and on Assignor's behalf and stead, to execute and file any such applications, and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright or trademark protection thereon, with the same legal force and effect as if executed by Assignor.

8. Equitable Remedies: Assignor recognizes the irreparable injury which might result to Assignee if Assignor were to breach this Agreement and, in addition to any legal remedies that Assignee may have, Assignee shall be entitled to injunctive relief and such other equitable remedies as a court of competent jurisdiction may deem appropriate. Assignor hereby waives the making of a bond as a condition for obtaining such relief.

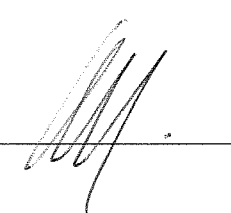
9. Entire Agreement: This Agreement constitutes the entire Agreement between Assignor and Assignee with respect to the subject matter hereof, and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter hereof. No changes, supplements, addenda, or amendments to this Agreement shall be effective or enforceable unless agreed to by the parties in writing. This Agreement shall be binding on the Assignor and his heirs, personal representatives and assigns and on the Assignee and its successors and assigns. Captions in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Executed as of the date set forth above.



Blaise McArdle

Microsals, LLC

By 

Manager

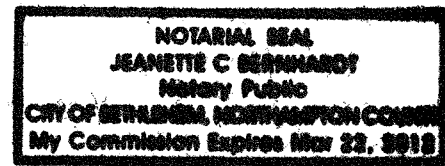
STATE OF Pennsylvania)
) ss.
COUNTY OF Northampton)

On this 7 day of July, 2009, before me, the undersigned notary public, personally appeared Blaise McArdle, proved to me through satisfactory evidence of identification, which was PA Drivers License, to be the person whose name appears on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Jeanette C. Bernhardt
Notary Public

My commission expires: 3-22-2012

(seal)



SCHEDULE A

Issued Patents

<u>Patent Number</u>	<u>Title</u>	<u>Inventor</u>	<u>Issue Date</u>
<u>6,197,199</u>	<u>Use of protein-polysaccharide complex in removal of contaminants</u>	McArdle; Blaise	March 6, 2001
<u>5,942,123</u>	<u>Method of using a filter aid protein-polysaccharide complex composition</u>	McArdle; Blaise	August 24, 1999
<u>5,747,416</u>	<u>Herbicidal and insecticidal protein-polysaccharide delivery compositions and methods for controlling plant and insect populations</u>	McArdle; Blaise	May 5, 1998
<u>5,645,880</u>	<u>Protein-polysaccharide complex composition and method of use</u>	McArdle; Blaise	July 8, 1997
<u>5,626,658</u>	<u>Method of enhancing internal adhesion of cementitious compositions and compositions therefor</u>	McArdle; Blaise	May 6, 1997
<u>5,591,473</u>	<u>Protein-polysaccharide complex composition, method of preparation and use</u>	McArdle; Blaise	January 7, 1997
<u>5,514,412</u>	<u>Method of stabilizing soil, beaches and roads</u>	McArdle; Blaise	May 7, 1996