

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VitAG, LLC	07/23/2008
RECEIVING PARTY DATA	
Name:	VitAG Holdings, LLC
Street Address:	117 Allwin Lane
City:	Beech Island
State/Country:	SOUTH CAROLINA
Postal Code:	29842
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12033809
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ATTORNEY DOCKET NUMBER:	8108.009.US
NAME OF SUBMITTER:	Tara Jeffers
<p>Total Attachments: 6 source=8108_009_US_assn2#page1.tif source=8108_009_US_assn2#page2.tif source=8108_009_US_assn2#page3.tif</p>	

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ASSIGNMENT OF PATENT RIGHTS

This ASSIGNMENT OF PATENT RIGHTS is effective as of July 24, 2008 between VitAG, LLC, a Massachusetts limited liability company ("ASSIGNOR"), and VitAG Holdings LLC, a limited liability company organized and existing under the laws of Delaware ("ASSIGNEE").

WHEREAS, ASSIGNOR and VitAG Investment Holdings LLC are parties to a Contribution Agreement of even date herewith ("Contribution Agreement"), pursuant to which, among other things, ASSIGNOR has agreed to contribute the Patent Rights (as defined below) to ASSIGNEE;

WHEREAS, ASSIGNOR owns all right, title and interest in and to the patent applications described in Attachment A hereto and desires to assign all of its rights, title and interest in such patent applications and also in all domestic and foreign patents and patent applications claiming priority therefrom, together with all provisionals, reissuances, continuations, continuations-in-part, divisions, revisions, extensions, renewals, and reexaminations of any of the foregoing, all inventions disclosed in any of the foregoing (whether patentable or not), all improvements to any of the foregoing, and all other rights of ASSIGNOR and its affiliates accruing under or pertaining to any of the foregoing (collectively, the "Patent Rights") to ASSIGNEE; and

WHEREAS, ASSIGNEE is desirous of acquiring the Patent Rights and both parties are desirous of executing an assignment suitable for recordation with the United States Patent and Trademark Office and corresponding authorities throughout the world.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby contribute, assign, convey and transfer unto ASSIGNEE all right, title and interest in and to the Patent Rights, including without limitation the right to: (a) recover damages and claim all other relief for any past, present and future acts of infringement associated with the Patent Rights; (b) apply for, prosecute, and maintain the Patent Rights in any and all jurisdictions of the world and under any international treaties or conventions; and (c) grant licenses, sublicenses and other interests in the Patent Rights. ASSIGNOR also hereby authorizes the respective patent office or governmental agency in each jurisdiction of the world to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of ASSIGNEE, as the assignee to the entire interest therein.

ASSIGNOR will, at the reasonable request of ASSIGNEE and without demanding any further consideration therefor, do all things reasonably necessary, proper, or advisable, including without limitation the execution and/or acknowledgment of specific assignments, oaths, declarations and other documents on a jurisdiction-by-jurisdiction basis for recordation by ASSIGNEE, to assist ASSIGNEE in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include ASSIGNOR using reasonable efforts to provide, and obtain from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations

or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights; provided, however, that in the event that such assistance would require ASSIGNOR to incur anything greater than minimal expense, ASSIGNEE shall reimburse ASSIGNOR for such expense.

The terms and conditions of this Assignment of Patent Rights shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, its successors, assigns and other legal representatives.

[remainder of page intentionally left blank; signature appears on following page]

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment of Patent Rights to be executed by its duly authorized representative.

ASSIGNOR: VITAG, LLC

By: *Diana G. Taylor*

Name: *Diana G. Taylor*

Title: *President*

Date: July *23*, 2008

State of *Massachusetts*
County of *Hampshire*) SS

On this *23rd* day of July, 2008, before me a Notary Public in and for the County and State aforesaid personally appeared *Diana G. Taylor* to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Mary Spitzer
Notary Public:
My commission expires: *1/23/09*

ASSIGNEE: VITAG HOLDINGS LLC

By: _____

Name: _____

Title: _____

Date: July __, 2008

State of _____)
County of _____) SS

On this ___ day of July, 2008, before me a Notary Public in and for the County and State aforesaid personally appeared _____, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment of Patent Rights to be executed by its duly authorized representative.

ASSIGNOR: VITAG, LLC

By: _____

Name: _____

Title: _____

Date: July __, 2008

State of _____)

) SS

County of _____)

On this ___ day of July, 2008, before me a Notary Public in and for the County and State aforesaid personally appeared _____, to me known and known to me to be the person of that name. who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Notary Public:
My commission expires:

ASSIGNEE: VITAG HOLDINGS LLC

By: *S. Tyler Crabtree*

Name: S. Tyler Crabtree

Title: Manager

Date: July 24, 2008

State of _____)

) SS

County of _____)

On this ___ day of July, 2008, before me a Notary Public in and for the County and State aforesaid personally appeared _____, to me known and known to me to be the person of that

name. who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Notary Public:
My commission expires:

Attachment A

U.S. Patent Application No. 12/033,809, filed February 19, 2008; U.S. Provisional Application No. 60/890,422, filed February 16, 2007, and International Patent Application No. PCT/US2008/54315 filed February 19, 2008, and corresponding National Stage Applications, entitled "PROCESS FOR TREATING SLUDGE AND MANUFACTURING BIOORGANICALLY-AUGMENTED HIGH NITROGEN-CONTAINING INORGANIC FERTILIZER."

U.S. Provisional Application Nos. 60/654,957, filed February 23, 2005, and 60/759,050, filed January 17, 2006; U.S. Patent Application No. 11/359,751, filed February 23, 2006; International Patent Application No. PCT/US06/006220, filed February 23, 2006; and corresponding National Stage Applications, entitled "MANUFACTURING OF BIOORGANIC-AUGMENTED HIGH NITROGEN-CONTAINING INORGANIC FERTILIZER."

U.S. Provisional Application Nos. 60/659,434, filed March 9, 2005 and 60/700,730, filed July 20, 2005; U.S. Patent Application No. 11/371,238, filed March 9, 2006; International Patent Application No. PCT/US06/08536, filed March 9, 2006; and corresponding National Stage Applications, entitled "PROCESSES TO BENEFICIATE HEAT-DRIED BIOSOLID PELLETS."

U.S. Provisional Patent Application No. 60/716,964, filed September 15, 2005; U.S. Patent Application No. 11/521,604, filed September 15, 2006; International Patent Application No. PCT/US06/036085, filed September 15, 2006; and corresponding National Stage Applications, titled "ORGANIC CONTAINING SLUDGE TO FERTILIZER ALKALINE CONVERSION PROCESS."