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U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY				
To the Director of the U.S. Patent and Trademark Office; Pleas	se record the attached documents or the new address(es) below.			
1. Name of conveying party(ies) Leigh Lindenbaum	2. Name and address of receiving party(les) Name: TerraFusion, Inc.			
Additional name(s) of conveying party(ies) attached? Yes V				
Nature of conveyance/Execution Date(s):     Execution Date(s) 09/29/2009	Street Address: 300 East 74th St., Apt. 3F			
Assignment Merger  Security Agreement Change of Name	City: New York			
Joint Research Agreement Government Interest Assignment	State: New York			
Executive Order 9424, Confirmatory License	Country: US Zip: 10021			
Other_	Additional name(s) & address(es) attached? Yes Vo			
4. Application or patent number(s):  A. Patent Application No.(s)  60/751,119	document is being filed together with a new application.  B. Patent No.(s)			
12/097,345				
Additional numbers att	│ tached? ☐ Yes ☑ No			
5. Name and address to whom correspondence concerning document should be mailed:  Name: Jennifer H. Hamilton	6. Total number of applications and patents involved: 1			
Internal Address:	7. Total fee (37 CFR 1.21(h) & 3.41) \$65.00			
Street Address: The Eclipse Group LLP	Authorized to be charged to deposit account			
10605 Balboa Blvd., Suite 300	None required (government Interest not affecting title)			
City: Granada Hills	8. Payment Information			
State: CA Zip: 91344				
Phone Number: (818) 488-8141	50.0510			
Fax Number: (818) 332-4205	Deposit Account Number 50-2542			
Email Address:_jhh@eclipsegrp.com	Authorized User Name Jennifer H. Hamilton			
9. Signature:	10/22/99			
Signature Jenater H. Hamilton	Date Total number of pages including cover			
Name of Person Signing sheet, attachments, and documents: 4				

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT REEL: 023412 FRAME: 054 Atty. Docket: TF05001USU PATENT

## <u>ASSIGNMENT</u>

This Assignment ("Assignment") shall be effective as of December 15, 2005 ("Effective Date") by and between:

Leigh Lindenbaum, residing at 300 East 74th St., Apt. 3F, New York, NY 10021:

("ASSIGNOR"); and

TerraFusion, Inc., a Delaware Corporation, having a principal place of business at 300 East 74th St., Apt. 3F, New York, NY 10021 ("ASSIGNEE").

## 1.0 BACKGROUND

- ASSIGNOR, through ASSIGNOR'S respective fiduciary duty and/or employment with ASSIGNEE, as either fiduciary and/or employee, as the case may be, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States titled "SOIL STABILIZATION SYSTEM", U.S. Provisional Patent Application Serial No. 60/751,119 filed on December 15, 2005 and U.S. Patent Application Serial No. 12/097,345 filed June 13, 2008 and any other U.S. and foreign counterpart patent applications to which priority is claimed. The subject matter of this patent application shall be referred to as the "Invention."
- ASSIGNEE, owns all right, title and interest in and to the Invention. 1.2 ASSIGNOR, as consideration for ASSIGNOR'S respective employment with ASSIGNEE, and/or based upon the duty of fidelity of ASSIGNOR to ASSIGNEE, agrees to execute all the necessary documents in order to perfect ASSIGNEE'S ownership in the Invention created or developed by ASSIGNOR during ASSIGNOR'S employment with ASSIGNEE.
- For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR is executing this Assignment to ASSIGNEE to formally transfer to ASSIGNEE all right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States or any foreign country.

## 2.0 ASSIGNMENT

- 2.1 ASSIGNOR sells, assigns and transfers to ASSIGNEE all exclusive right, title and interest in and to the Invention and all Letters Patent that may be granted from the Invention in the United States, including any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the patents may be granted. ASSIGNOR also assigns all right, title and interest in and to the Invention, including all intellectual property rights and copyrights in the Invention, to ASSIGNEE.
- ASSIGNOR assigns all of ASSIGNOR'S right, title and interest in and to the 2.2 Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

Scrial No. 12/097,345 PATENT -1-REEL: 023412 FRAME: 054 Atty. Docket: TF05001USU

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PATENT

- ASSIGNOR grants to ASSIGNEE the right to file applications on any aspect of the Invention in the name of ASSIGNOR, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.
- ASSIGNOR further transfers and assigns to ASSIGNEE all causes of action. rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.
- 2.5 ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment of the Invention and all the related patents and patent applications filed therefrom.
- ASSIGNOR further covenants that, upon ASSIGNEE'S request, ASSIGNOR will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention. and patents or patent applications as may be known and accessible to ASSIGNOR, and ASSIGNOR will testify as to the same in any interference or litigation process related to the Invention or any Letters Patent, patent application, or related legal rights, related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent applications relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisious of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR and ASSIGNOR'S respective heirs, legal representatives and assigns.

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Date 2954 09

Serial No. 12/097.345

**RECORDED: 10/22/2009** 

PATENT **REEL: 023412 FRAME: 054**