

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Nova Biosource Technologies, LLC	04/08/2010
RECEIVING PARTY DATA	
Name:	Seneca Landlord, LLC
Street Address:	416 S. Bell Avenue
City:	Ames
State/Country:	IOWA
Postal Code:	50010
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	10766740
Application Number:	11504828
Application Number:	11893019
CORRESPONDENCE DATA	
Fax Number:	(319)286-7050
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	319-286-7000
Email:	ptocr@nyemaster.com
Correspondent Name:	Ryan N. Carter
Address Line 1:	625 First St SE, Suite 400
Address Line 4:	Cedar Rapids, IOWA 52401
ATTORNEY DOCKET NUMBER:	2759500-0000
NAME OF SUBMITTER:	Stephanie L. Hoge
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif	

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INSTRUMENT OF ASSIGNMENT OF SELLERS' PATENTS

WHEREAS, as a part of an asset purchase, **Nova Biosource Technologies, LLC**, a Texas limited liability company, and **Nova Biofuels Seneca, LLC**, a Delaware limited liability company, have sold assets related to the production of biodiesel to **Seneca Landlord, LLC**, an Iowa limited liability company, as set forth in that certain Asset Purchase Agreement dated as of September 23, 2009 among Nova Biofuels Seneca, LLC, Nova Biosource Technologies, LLC, as sellers and Seneca Landlord, LLC, as purchaser (the "Purchase Agreement," capitalized terms not defined herein shall have the meanings ascribed to them therein); and

WHEREAS, Nova Biosource Technologies, LLC desires to assign ownership of any Intellectual Property covering or related to the Business to Seneca Landlord, LLC; and

WHEREAS, Seneca Landlord, LLC is desirous of acquiring all right, title and interest in the Intellectual Property of Nova Biosource Technologies, LLC as described above; and

WHEREAS, as a part of the asset purchase, Schedule 6.4(a) has been prepared and made part of the Purchase Agreement which schedule sets forth the Intellectual Property ownership being assigned by Nova Biosource Technologies, LLC to Seneca Landlord, LLC.

NOW, THEREFORE, in consideration of One (1) Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Nova Biosource Technologies, LLC does hereby sell, assign, and transfer to Seneca Landlord, LLC the entire right, title and interest in and to the Intellectual Property as set forth on Schedule 6.4(a) of the Purchase Agreement, and repeated on the Schedule attached hereto.

As a part hereof, it is the stated intent and act of Nova Biosource Technologies, LLC and Seneca Landlord, LLC that complete ownership of all of the proprietary knowledge covering or related to biodiesel and its production, including all know-how relating thereto, is hereby transferred from Nova Biosource Technologies, LLC to Seneca Landlord, LLC. As a part of this stated intent and act, said transfer further includes all Patents, foreign or domestic, the same to be held and enjoyed by Seneca Landlord, LLC as fully and entirely as the same would have been held and enjoyed by Nova Biosource Technologies, LLC had this assignment and sale not been made. Additionally, Nova Biosource Technologies, LLC has herein transferred to Seneca Landlord, LLC all claims for damages by reason of past infringement of any and all of the described intellectual property with the right to sue for and collect the same for Seneca Landlord, LLC's own use.

Nova Biosource Technologies, LLC does hereby covenant to and agree with Seneca Landlord, LLC as follows:

- Pursuant to the Sale Order, Nova Biosource Technologies, LLC has the full right to convey the interest sold and assigned hereby; and

- Nova Biosource Technologies, LLC has not executed and will not execute any writing or do any act whatsoever in conflict with the rights and interests assigned herein.

This Instrument of Assignment is executed pursuant to and supplements the Purchase Agreement and is in furtherance of the sale and transfer of the Purchased Assets as defined therein. The terms of the Purchase Agreement apply to this Instrument of Assignment. To the extent any term or provision herein is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control. It is further understood and acknowledged that the foregoing covenants and agreements shall bind the legal representatives of Nova Biosource Technologies, LLC and any successor thereof, and shall inure to the benefit of Seneca Landlord, LLC and its successors and assigns.

The undersigned representative of Nova Biosource Technologies, LLC covenants and agrees that he is duly authorized and empowered to execute this Assignment on behalf of Nova Biosource Technologies, LLC, and in so doing thereby binds Nova Biosource Technologies, LLC to the terms hereof.

Dated the 2ⁿ day of April, 2010.

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NOVA BIOSOURCE TECHNOLOGIES, LLC

By: Brent King

Name: Brent King

Title: Chief Restructuring Officer

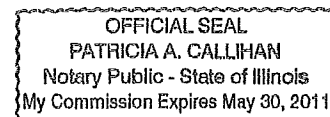
STATE OF Illinois)
COUNTY OF Warren) ss.

The foregoing Assignment was executed and acknowledged before me this 26 day of FEB., 2010 by the duly authorized representative of Nova Biosource Technologies, LLC.

Patricia A. Callihan
NOTARY PUBLIC

Print Name: Patricia A. Callihan

My Commission Expires: 5-30, 2011



SCHEDULE
TO INSTRUMENT OF ASSIGNMENT – SELLERS' PATENTS

Country	Title	Number
UNITED STATES	METHOD OF MAKING ALKYL ESTERS	6,822,105
UNITED STATES	METHOD OF MAKING ALKYL ESTERS	7,087,771
UNITED STATES	PRODUCTION OF BIODIESEL AND GLYCERIN	10/766,740 (2007/0277429)
UNITED STATES	PRODUCTION OF BIODIESEL AND GLYCERIN	11/504,828 (2007/0277430)
UNITED STATES	PRODUCTION OF BIODIESEL AND GLYCERIN	11/893,019 (2007/0277432)
UNITED STATES	BIODIESEL TREATMENT FOR IMPROVED FILTRATION SYSTEM (Note: Provisional Application – may no longer be valid)	61/095,936
AUSTRALIA	METHOD OF MAKING ALKYL ESTERS	2004267023
AUSTRALIA	PRODUCTION OF BIODIESEL AND GLYCERIN	2007205806
BRAZIL	METHOD OF MAKING ALKYL ESTERS	PI0413519-9
BRAZIL	PRODUCTION OF BIODIESEL AND GLYCERIN	020070113650 (PI0705727-0)
CANADA	METHOD OF MAKING ALKYL ESTERS	2,535,639
CANADA	PRODUCTION OF BIODIESEL AND GLYCERIN	2,597,183
CHINA	METHOD OF MAKING ALKYL ESTERS	200480029875.9
CHINA	PRODUCTION OF BIODIESEL AND GLYCERIN FROM	200710164674.5
EUROPE	METHOD OF MAKING ALKYL ESTERS	04756683.1
EUROPE	PRODUCTION OF BIODIESEL AND GLYCERIN	07016033.8
FRANCE	METHOD OF MAKING ALKYL ESTERS	National Validation No. 1660429
GERMANY	METHOD OF MAKING ALKYL	Patent Number

Country	Title	Number
	ESTERS	602004021396.9 (National Validation No. 1660429)
HONG KONG	METHOD OF MAKING ALKYL ESTERS	07107519.0
HONG KONG	PRODUCTION OF BIODIESEL AND GLYCERIN	08112131.7
INDIA	METHOD OF MAKING ALKYL ESTERS	681/DELNP/2006
INDIA	PRODUCTION OF BIODIESEL AND GLYCERIN	01744/DEL/2007
ITALY	METHOD OF MAKING ALKYL ESTERS	National Validation No. 1660429
JAPAN	METHOD OF MAKING ALKYL ESTERS	2006-523185
JAPAN	PRODUCTION OF BIODIESEL AND GLYCERIN	2007-211210
KOREA	METHOD OF MAKING ALKYL ESTERS	10-2006-7002954
KOREA	PRODUCTION OF BIODIESEL AND GLYCERIN	10-2007-0082366
MEXICO	METHOD OF MAKING ALKYL ESTERS	PA/a/2006/001740
MEXICO	PRODUCTION OF BIODIESEL AND GLYCERIN	MX/a/2007/009932
PHILIPPINES	METHOD OF MAKING ALKYL ESTERS	1-2006-500525
PHILIPPINES	PRODUCTION OF BIODIESEL AND GLYCERIN	1-2007-00328
SINGAPORE	METHOD OF MAKING ALKYL ESTERS	120333 (200600881-7)
SINGAPORE	PRODUCTION OF BIODIESEL AND GLYCERIN	200705966-0
SPAIN	METHOD OF MAKING ALKYL ESTERS	National Validation No. 1660429
UNITED KINGDOM	METHOD OF MAKING ALKYL ESTERS	National Validation No. 1660429

Trade Secrets to the extent that operational steps and procedures, operational settings and ranges, and product compositional characteristics represent proprietary knowledge and know-how of Sellers.