

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
<b>CONVEYING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Robert M. Zubrin</td> <td>06/12/2006</td> </tr> <tr> <td>Mark H. Berggren</td> <td>06/12/2006</td> </tr> <tr> <td>Dan Harber</td> <td>06/12/2006</td> </tr> <tr> <td>Heather Ann Rose</td> <td>06/12/2006</td> </tr> </tbody> </table>		Name	Execution Date	Robert M. Zubrin	06/12/2006	Mark H. Berggren	06/12/2006	Dan Harber	06/12/2006	Heather Ann Rose	06/12/2006
Name	Execution Date										
Robert M. Zubrin	06/12/2006										
Mark H. Berggren	06/12/2006										
Dan Harber	06/12/2006										
Heather Ann Rose	06/12/2006										
<b>RECEIVING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Pioneer Astronautics</td> </tr> <tr> <td>Street Address:</td> <td>11111 W. 8th Ave., Unit A</td> </tr> <tr> <td>City:</td> <td>Lakewood</td> </tr> <tr> <td>State/Country:</td> <td>COLORADO</td> </tr> <tr> <td>Postal Code:</td> <td>80215</td> </tr> </table>		Name:	Pioneer Astronautics	Street Address:	11111 W. 8th Ave., Unit A	City:	Lakewood	State/Country:	COLORADO	Postal Code:	80215
Name:	Pioneer Astronautics										
Street Address:	11111 W. 8th Ave., Unit A										
City:	Lakewood										
State/Country:	COLORADO										
Postal Code:	80215										
<b>PROPERTY NUMBERS Total: 1</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Property Type</th> <th style="width: 70%;">Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12767615</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12767615						
Property Type	Number										
Application Number:	12767615										
<b>CORRESPONDENCE DATA</b>											
<p>Fax Number: (303)268-0065</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 303-268-0066</p> <p>Email: sfisher@sbiplaw.com</p> <p>Correspondent Name: Swanson &amp; Bratschun, L.L.C.</p> <p>Address Line 1: 8210 SouthPark Terrace</p> <p>Address Line 4: Littleton, COLORADO 80120</p>											
ATTORNEY DOCKET NUMBER:	0250.187747/US-DIV										
NAME OF SUBMITTER:	Paul J. Prendergast										
<p>Total Attachments: 5</p> <p>source=Assignment_Executed_2006_06_12#page1.tif</p>											

CH \$40.00 12767615

**501168382**

**PATENT**  
**REEL: 024344 FRAME: 0354**

source=Assignment\_Executed\_2006\_06\_12#page2.tif  
source=Assignment\_Executed\_2006\_06\_12#page3.tif  
source=Assignment\_Executed\_2006\_06\_12#page4.tif  
source=Assignment\_Executed\_2006\_06\_12#page5.tif

**ASSIGNMENT**

WHEREAS, we, Robert M. Zubrin, residing at 4446 Parmalee Gulch Road, Indian Hills, Colorado 80454, Mark H. Berggren, residing at 30 Conifer Road, Golden, Colorado 80401, Dan Harber, residing at 4400 23<sup>rd</sup> Street Drive, Greeley, Colorado 80634, and Heather Ann Rose, residing at 1522 South Owens Street, Apartment F-235, Lakewood, Colorado 80232 (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), titled "Apparatus and Method for Producing Lift Gas and Uses Thereof," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 11/422,486, filed on June 6, 2006 (the "Utility Application") with attorney docket no. 187747/US; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Utility Application, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, Pioneer Invention, Inc. d/b/a Pioneer Astronautics, a corporation organized and existing under the laws of the State of Colorado, and having its principal place of business at 11111 W. 8<sup>th</sup> Ave., Unit A, Lakewood, Colorado 80215 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part,

continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application once known.

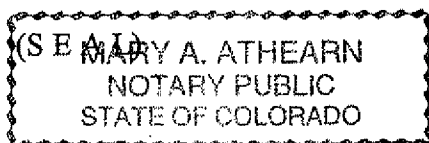
IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: June 12, 2006

By: [Signature]  
Robert M. Zubrin

STATE OF Colorado )  
 ) ss.  
COUNTY OF Jefferson )

On this 12<sup>th</sup> day of June, 2006, before me a Notary Public in and for said county, personally appeared Robert M. Zubrin who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.



My Commission Expires 12/10/2008

Mary A. Athearn  
Notary Public

My commission expires: 12/10/08

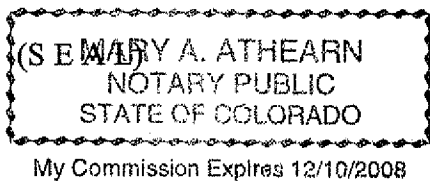
IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: June 12, 2006

By: Mark H. Berggren  
Mark H. Berggren

STATE OF Colorado )  
 ) ss.  
COUNTY OF Jefferson )

On this 12<sup>th</sup> day of June, 2006, before me a Notary Public in and for said county, personally appeared Mark H. Berggren who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.



Mary A. Athearn  
Notary Public

My commission expires: 12/10/08.

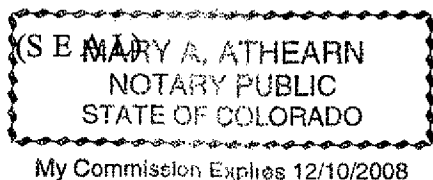
IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: June 12, 2006

By: Dan Harber  
Dan Harber

STATE OF Colorado )  
 ) ss.  
COUNTY OF Jefferson )

On this 12<sup>th</sup> day of June, 2006, before me a Notary Public in and for said county, personally appeared Dan Harber who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.



Mary A. Athearn  
Notary Public

My commission expires: 12/10/08.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 6-12-06

By: Heather Ann Rose  
Heather Ann Rose

STATE OF Colorado )  
COUNTY OF Jefferson ) ss.

On this 12 day of June, 2006, before me a Notary Public in and for said county, personally appeared Heather Ann Rose who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

(S E A L)

[Signature]  
Notary Public

My commission expires: MY COMMISSION EXPIRES  
SEPTEMBER 1, 2009

**ACCEPTANCE OF ASSIGNMENT**

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

Pioneer Invention, Inc. d/b/a Pioneer Astronautics

Date: June 12, 2006

By:

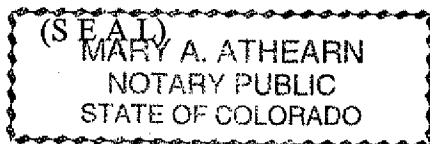
Name:

Title:

Robert M. Zubrin  
President

STATE OF Colorado )  
 ) ss.  
COUNTY OF Jefferson )

On this 12<sup>th</sup> day of June, 2006, before me a Notary Public in and for said county, personally appeared Robert M. Zubrin the above-mentioned representative of the Assignee, Pioneer Invention, Inc. d/b/a Pioneer Astronautics, who executed the foregoing patent Assignment, and represented and acknowledged that he/she had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.



My Commission Expires 12/10/2008

My commission expires: 12/10/08

Mary A. Athearn  
Notary Public