

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<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>Steven C. Martin</td> <td>09/21/2010</td> </tr> <tr> <td>Max Kolesnik</td> <td>09/21/2010</td> </tr> <tr> <td>Jaime A. Gonzalez</td> <td>09/21/2010</td> </tr> </tbody> </table>		Name	Execution Date	Steven C. Martin	09/21/2010	Max Kolesnik	09/21/2010	Jaime A. Gonzalez	09/21/2010		
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>POND BIOFUELS INC.</td> </tr> <tr> <td>Street Address:</td> <td>6 Collingsgrove Road</td> </tr> <tr> <td>City:</td> <td>Scarborough, Ontario</td> </tr> <tr> <td>State/Country:</td> <td>CANADA</td> </tr> <tr> <td>Postal Code:</td> <td>M1E 3S4</td> </tr> </table>		Name:	POND BIOFUELS INC.	Street Address:	6 Collingsgrove Road	City:	Scarborough, Ontario	State/Country:	CANADA	Postal Code:	M1E 3S4
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CORRESPONDENCE DATA											
Fax Number: (214)200-0853 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: (214) 651-5242 Email: april.reasoner@haynesboone.com Correspondent Name: Randall C. Brown Address Line 1: Haynes and Boone, LLP Address Line 2: 2323 Victory Avenue, Suite 700 Address Line 4: Dallas, TEXAS 75219											
ATTORNEY DOCKET NUMBER:	40207.15										
NAME OF SUBMITTER:	Randall C. Brown										
Total Attachments: 5 source=12-784126 Assignment#page1.tif											

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ASSIGNMENT OF PATENT RIGHTS

WHEREAS, (1) **Steven C. Martin**, (2) **Max Kolesnik**, (3) **Jaime A. Gonzalez** whose complete addresses are, respectively, (1) **256 Strathmore Blvd., Toronto, Ontario M4J 1P6, Canada**, (2) **10660 Concession 10, Schomberg, Ontario L0G 1T0, Canada**, (3) **2273 Stone Glen Crescent, Oakville, Ontario L6M 0C8, Canada** (hereinafter collectively referred to as the (“**ASSIGNORS**”)) have invented certain new and useful improvements in an invention entitled

DILUTING EXHAUST GAS BEING SUPPLIED TO BIOREACTOR

such invention (the “**Invention**”) being described in United States Patent Application No. 12/784,126, filed on May 20, 2010;

AND WHEREAS **POND BIOFUELS INC.**, having a place of business at **6 Collingsgrove Road, Scarborough, Ontario M1E 3S4 Canada**, (hereinafter referred to as the (“**ASSIGNEE**”)) is desirous of acquiring any and all right, title and interest of the **ASSIGNORS** in and to the Invention and any and all right, title and interest of the **ASSIGNORS** in and to the Patent Applications, inclusive of any and all priority rights derived therefrom and in and to any and all Letters Patent to be granted for the Invention;

AND WHEREAS the **ASSIGNORS** desire to make the assignment to the **ASSIGNEE** on the terms and conditions contemplated herein;

NOW THEREFORE, in consideration of the sum of One Dollar ((\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the **ASSIGNORS** confirm and agree as follows:

1. Each one of the **ASSIGNORS** hereby irrevocably sells, assigns, transfers, conveys and sets over unto the **ASSIGNEE** and to the **ASSIGNEE’S** successors, assigns, nominees, or other legal representatives, all of his respective right, title and interest in and to:
 - (a) the Patent Applications inclusive of any and all priority rights derived therefrom;
 - (b) the Invention, to the extent that such **ASSIGNOR** has any right, title and interest therein;
 - (c) any and all Letters Patent and issues thereof which may be granted upon each one of the Patent Applications, including reissues, re-examinations, or extensions in said Letters Patent;
 - (d) any and all Letters Patent which may be issued upon any and all substitutes, divisions, or continuations of the Patent Applications, including reissues, re-examinations, or extensions in said Letters Patent; and

- (e) any and all Letters Patent and issues thereof which may be granted throughout the world for the Invention, including reissues, re-examinations, or extensions in said Letters Patent;

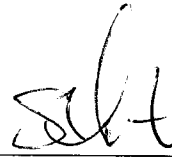
the same to be held and enjoyed by the ASSIGNEE for its own use and behalf, and for the use and behalf of its successors, assigns, nominees, or other legal representatives to the full end of the term or terms for which said Letters Patent and reissues thereof may be granted as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

2. Each one of the ASSIGNORS hereby upon behalf of itself and its heirs, executors and administrators, does hereby covenant and agree to do all such lawful acts and things and to execute and deliver without further consideration such further lawful assignments, instruments, assurances, applications and other documents as may reasonably be required by such ASSIGNEE, or by its successors, assigns, nominees, or other legal representatives to obtain each and every one of said Letters Patent and vest or secure the same in the ASSIGNEE, and in the ASSIGNEE'S successors, assigns, nominees or other legal representatives, including reissues, re-examinations, or extensions thereof.
3. Each one of the ASSIGNORS hereby authorizes and requests The Commissioner of Patents or any equivalent position thereto to issue each and every one of said Letters Patent to the ASSIGNEE as the assignee of the entire right, title and interest therein in accordance with this assignment, and to the ASSIGNEE'S successors, assigns, nominees, or other legal representatives.
4. This assignment shall ensure for the benefit of the ASSIGNEE and its successors, assigns, nominees, or other legal representatives and shall be binding upon each one of the ASSIGNORS and his successors, assigns, nominees, or other legal representatives.
5. Each one of the ASSIGNORS hereby irrevocably appoints the ASSIGNEE as such ASSIGNOR'S attorney-in-fact, with full authority in the place and instead of such ASSIGNOR making the appointment and in the name of such ASSIGNOR, by the ASSIGNEE or otherwise, from time to time in the ASSIGNEE'S discretion, upon such ASSIGNOR'S failure or inability to do so, to take any action and to execute any instrument which the ASSIGNEE may deem necessary or advisable to accomplish the purposes of this assignment including, without limitation, to modify, in its sole discretion, this assignment without first obtaining such ASSIGNOR'S approval of or signature to such modification and to make any filings as appropriate, to effect the full and complete assignment as contemplated hereunder.
6. If any covenant or provision, or portion thereof, of this assignment is determined to be void or unenforceable, such void or unenforceable covenant or provision, or portion thereof, is hereby conceded to be severable from the balance of this assignment; and such a determination shall not, in any event, affect or impair the validity of the balance of the covenant or provision, nor shall it affect or impair the validity of any other covenant or provision herein contained.

7. The Assignment may be executed in counterparts, all of which shall be considered one and the same assignment. This Assignment shall be effective to transfer an ASSIGNEE'S entire right, title, interest, property, and benefit to ASSIGNEE upon execution of this Assignment by such ASSIGNOR, regardless of whether any other Assignor executed this Assignment.

IN WITNESS WHEREOF, this assignment has been executed below by the undersigned:

Date: September 21-2010



Steven C. Martin

STATEMENT BY WITNESS

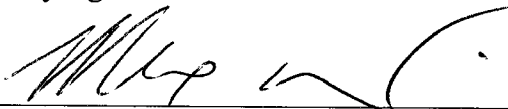
I, MAX KOLESHNIK whose full Post Office Address is

114 Van Horne Ave, Toronto, ON

(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be the person named in the assignment, duly sign and execute the same.

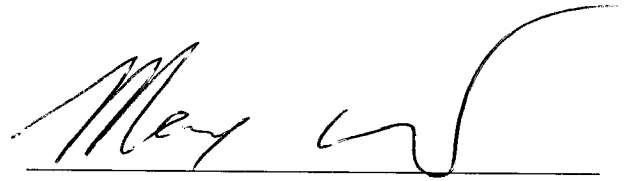
Date: Sep 21, 2010



(Signature of Witness)

Date:

Sept 21, 2010



Max Kolesnik

STATEMENT BY WITNESS

I,

STEVEN MARTIN

whose full Post Office Address is

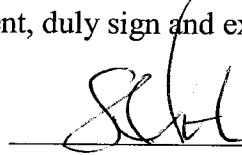
286 STRATH

(Address of Witness)

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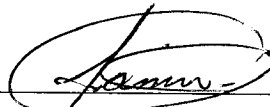
Date:

Sept 21-2010



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Date: Sept 21, 2010


Jaime A. Gonzalez

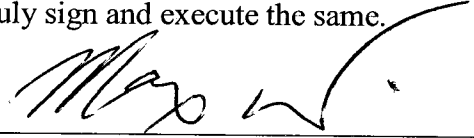
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