

Form PTO-1595 (Rev. 03-11)  
OMB No. 0651-0027 (exp. 03/31/2012)

File # 4749

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: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies)

CONSERVATION SEEDING AND RESTORATION, INC.

Additional name(s) of conveying party(ies) attached?  Yes  No

#### 2. Name and address of receiving party(ies)

Name: LIVING EARTH, LLC.

Internal Address: \_\_\_\_\_

Street Address: 506 CENTER STREET WEST

City: KIMBERLY

State: ID

Country: US Zip: 83341

Additional name(s) & address(es) attached?  Yes  No

#### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) FEBRUARY 3, 2011

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

#### 4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

61/259,517 and 12/942963

Additional numbers attached?  Yes  No

#### 5. Name and address to whom correspondence concerning document should be mailed:

Name: PEDERSEN & COMPANY, PLLC

Internal Address: \_\_\_\_\_

Street Address: 1410 N. 28TH STREET

City: BOISE

State: ID Zip: 83703

Phone Number: 208-343-6355

Fax Number: 208-343-6341

Email Address: JP@PEDERSENCO.COM

#### 6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

#### 8. Payment Information

Deposit Account Number 502236

Authorized User Name KEN J. PEDERSEN

#### 9. Signature:

  
Signature

4/19/11  
Date

KEN J. PEDERSEN  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

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: 026133 FRAME: 0202

700460753

CH \$80.00 502236 61259517

## ASSIGNMENT OF INVENTION(S), PATENT APPLICATION(S) AND/OR PATENT(S)

Conservation Seeding and Restoration, Inc., an Idaho corporation (hereinafter "CSR") in consideration of good and valuable consideration paid to it, agrees to assign, and hereby does assign, transfer and set over to LIVING EARTH, LLC. (hereinafter designated as the Assignee), an Idaho limited liability company, at the address of 506 Center Street West, Kimberly, ID 83341, the entire right, title and interest in and to the invention known as "**ARID LAND SOIL CRUST RESTORATION**," for which a provisional application Serial No. 61/259,517 was filed on November 9, 2009, and for which a non-provisional application was filed in the United States Patent and Trademark Office on **November 9, 2010** and given Serial No. **12/942963**. Also assigned by this document are the two above-mentioned patent applications, and any and all U.S. design and utility patent applications (including provisional, non-provisional, continuation, continuation-in-part, and divisional applications), PCT applications, and National Phase applications claiming priority of the above-identified application(s). Permission is hereby given the office of Pedersen & Company, PLLC to fill in below the filing dates and the serial numbers, when known, of said patent applications: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1) CSR agrees to execute all papers necessary or convenient in connection with each application to protect the invention, and any continuation, continuation-in-part, or divisional applications thereof, and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

2) CSR agrees to execute all papers necessary or convenient in connection with any interference which may be declared concerning any application relating to the invention, or any continuation, continuation-in-part, or division thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with any such interference.

3) CSR agrees to execute all papers and documents and perform any act which may be necessary or convenient in connection with claims or provisions of foreign patent offices, including those operating under the Patent Cooperation Treaty (PCT), International Convention for Protection of Industrial Property, or similar treaties or agreements.

4) CSR agrees to perform all affirmative acts which may be necessary or convenient to obtain grants of valid patents to the Assignee relating to the invention.

5) CSR agrees hereby authorizes and requests the Commissioner of Patents and Trademarks, and all equivalent foreign patent office officials, to issue any and all Letters Patents resulting from said applications or any continuation, continuation-in-part, or divisional applications thereof, to the said Assignee, as Assignee of the entire interest, and hereby covenant

that CSR has full right to convey the entire interest herein assigned, and that CSR has not executed, and will not execute, any agreement in conflict herewith.

6) CSR hereby grants the Assignee and its duly authorized representatives the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, and any equivalent foreign patent office, for recordation of this document.

NOW THEREFORE, CSR hereby forever transfers and assigns unto Assignee all right, title, and interest, in and to the subject invention(s); the same to be held and enjoyed by Assignee, its heirs, successors, assigns, and legal representatives, as completely as if the inventions would have been held by CSR had this assignment not been made, including the right to sue for past infringements.

Signature

CONSERVATION SEEDING AND RESTORATION, INC.

Date 2-3-11

Signature [Handwritten Signature]

Steven R Paulsen  
Print Name

Secretary  
Print Corporate Position

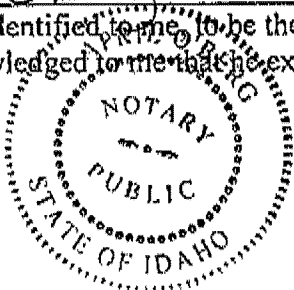
State of Idaho )

S. S.

County of Twin Falls)

On this 3 day of February, in the year of 2011, before me April O'Beir, personally appeared Steven R Paulsen, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

S  
E  
A  
L



April O'Beir  
Notary Public  
Kimberly J D  
My Commission Expires On 6/7/13