### PATENT ASSIGNMENT

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SUBMISSION TYPE	<u>.</u>		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:			ASSIGNMENT			
CONVEYING PART	Y DATA					
			Name	Execution Date		
Jason D. Licamele				06/20/2011		
Carl L. White				06/20/2011		
RECEIVING PARTY	( DATA					
Name: Heliae Development,			t, LLC			
Street Address:	614 E. Germa	614 E. Germann Road				
City:	Gilbert	Gilbert				
State/Country:	ARIZONA	ARIZONA				
Postal Code:	85297	85297				
Property Type		13240	Number			
Application Number: 13		13249	3249426			
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ATTORNEY DOCKET NUMBER:		2204819.139 US2				
NAME OF SUBMITTER:			Fay E. Guarino			
Total Attachments: 4 source=Assignments source=Assignments source=Assignments	#page1.tif #page2.tif #page3.tif					
source=Assignment	#page4.tif					

#### ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this <u>20<sup>th</sup></u> day of <u>June</u>, <u>2011</u>, by Jason D. LICAMELE and Carl L. WHITE (hereinafter referred to as Assignors), residing at 7650 East Williams Drive #1055, Scottsdale, Arizona 85255; and 1518 West Islandia Drive, Gilbert, Arizona 85233, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in V-TROUGH PHOTOBIOREACTOR SYSTEM AND METHOD OF USE, set forth in a Patent application for Letters Patent of the United States, already filed on May 31, 2011 as U.S. Application No. 13/149,463; and

WHEREAS, Heliae Development, LLC, having its principal place of business at 614 E. Germann Road, Gilbert, Arizona 85297 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and relasues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

# PATENT REEL: 027181 FRAME: 0883

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions for Letters Patent for said inventions for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals 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 for recordation of this document:

WILMER CUTLER PICKERING HALE AND DORR LLP

## PATENT REEL: 027181 FRAME: 0884

All practitioners at Customer Number 23483

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

11 Vason D. Licamele 2011 Date: United States of America, } State of ) ss.: County of On this day of 2011\_\_\_\_\_, before me personally came Jason D. Licamele , to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution

of the same.



Q.O.M Notary Public

Hart X Whit

Carl L. White

Notary Public Jogensen

Date: 06/20/2011

United States of Ame	rica	)
State of	Hrizona	) ss.:
County of	Pinal	}

On this  $20^{\text{H}}$  day of  $\overline{1000}$ ,  $20^{\text{H}}$ , before me personally came Carl L. White , to me known to be the individual

described in and who executed the foregoing instrument, and acknowledged execution of the same.

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