

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
URBAN ROOT L.L.C.	09/23/2005
RECEIVING PARTY DATA	
Name:	DEEP ROOT PARTNERS, L.P.
Street Address:	530 WASHINGTON STREET
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11451549
CORRESPONDENCE DATA	
Fax Number:	(408)725-8263
Phone:	408-331-1670
Email:	jfosnaugh@innovationcounsel.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	INNOVATION COUNSEL LLP
Address Line 1:	21771 STEVENS CREEK BOULEVARD
Address Line 2:	SUITE 200
Address Line 4:	CUPERTINO, CALIFORNIA 95014
ATTORNEY DOCKET NUMBER:	DEEP16857-1D US
NAME OF SUBMITTER:	Jon Y. Ikegami, Reg. No. 51,115
Total Attachments: 6 source=UrbanRootToDeepRootLPAssignment_EF#page1.tif source=UrbanRootToDeepRootLPAssignment_EF#page2.tif source=UrbanRootToDeepRootLPAssignment_EF#page3.tif source=UrbanRootToDeepRootLPAssignment_EF#page4.tif source=UrbanRootToDeepRootLPAssignment_EF#page5.tif source=UrbanRootToDeepRootLPAssignment_EF#page6.tif	

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**EXHIBIT 2(c)(i)**  
**ASSIGNMENT OF TECHNOLOGY RIGHTS**  
**AND TECHNOLOGY LICENSE**  
**[URBAN ROOT LLC TO DEEP ROOT PARTNERS, L.P.]**

WHEREAS, Deep Root Partners, L.P., a California limited partnership ("Deep Root") holds certain Assets and Intellectual Property Rights as those terms are defined in Schedule 1 to Exhibit A of the Contribution Agreement dated effective as of January 15, 2004 by and among James Urban, Deep Root and Urban Root LLC, a California limited liability company (the "Company"), and, a copy of which Exhibit A and Schedule 1 is included as Exhibit I to this Assignment;

AND WHEREAS Deep Root has granted to the Company certain rights in the Assets and Intellectual Property Rights, as those rights are defined in Exhibit I, these certain rights include a sale of certain of the Assets and Intellectual Property Rights to the Company, as well as a license of certain others of the Assets and Intellectual Property Rights to the Company, all as more particularly set forth in Exhibit I (collectively, the "Deep Root Technology Rights");

NOW, THEREFORE, for valuable consideration furnished by Deep Root, receipt and sufficiency of which are hereby acknowledged, effective as of the date below, the Company hereby, without reservation, assigns, transfers and conveys, to Deep Root, the Company's entire right, title and interest in the Deep Root Technology Rights, together with all the benefits and privileges therein.

WHEREAS, Deep Root has undertaken study and invention in the areas of technology enumerated in Schedule 1 to Exhibit D of the Contribution Agreement and, a copy of which Exhibit D and Schedule 1 is included as Exhibit II to this Assignment;

AND WHEREAS pursuant to the Contribution Agreement, Deep Root has granted to the Company, a non-exclusive, non-transferable, worldwide and fully-paid up license to certain of Deep Root's developments in the aforementioned areas of technology (the "Deep Root Licensed Technology");

NOW, THEREFORE, for valuable consideration furnished by Deep Root, receipt and sufficiency of which are hereby acknowledged, effective as of the date below, the Company hereby, without reservation, assigns, transfers and conveys, to Deep Root, the Company's entire right, title and interest in the Deep Root Licensed Technology, together with all the benefits and privileges therein.

Urban Root LLC

By: 

Julian Ray, Manager

September 23, 2005

By: \_\_\_\_\_

James Urban, Manager

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EXHIBIT 2(c)(i)  
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AND TECHNOLOGY LICENSE  
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AND WHEREAS Deep Root has granted to the Company certain rights in the Assets and Intellectual Property Rights, as those rights are defined in Exhibit I, these certain rights include a sale of certain of the Assets and Intellectual Property Rights to the Company, as well as a license of certain others of the Assets and Intellectual Property Rights to the Company, all as more particularly set forth in Exhibit I (collectively, the "Deep Root Technology Rights");

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Urban Root LLC

By:

Julian Ray, Manager

September 23, 2005

By:

James Urban, Manager

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Exhibit I

(Attached is a copy of Exhibit A and Related Schedule 1 of the Contribution Agreement)

Exhibit A  
DRP Assignment Agreement

**INTELLECTUAL PROPERTY RIGHTS  
ASSIGNMENT AGREEMENT**

This Intellectual Property Rights Assignment Agreement (this "Assignment Agreement") is entered into as of January 15, 2004 ("Effective Date"), by and between Deep Root Partners, L.P. (the "Assignor") and URBAN ROOT LLC, a California limited liability company (the "Assignee").

**RECITALS**

1. Assignor, Assignee and James Urban, FASLA entered into a Contribution Agreement dated as of the Effective Date (the "Contribution Agreement"). Capitalized terms used and not otherwise defined herein have the meanings set forth in the Contribution Agreement.
2. Assignor desires to enter into this Agreement to fulfill certain of Assignor's obligations under the Contribution Agreement.

**AGREEMENT**

IN CONSIDERATION of the partial ownership interest in Assignee transferred to Assignor pursuant to the Operating Agreement executed by the parties as of even date herewith, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, convey, assign, transfer, vest and deliver to Assignee, and agrees to sell, convey, assign, transfer, vest and deliver to Assignee, Assignee's successors and assigns, all of its right, title and interest in and to the Assets and all Intellectual Property Rights (each as defined in Schedule I attached hereto) thereto or embodied therein, whether in existence as of the Effective Date or first developed, created or reduced to practice after the Effective Date.
2. To the extent any of the rights, title and interest to the Assets and/or the Intellectual Property Rights therein cannot be assigned by Assignor to Assignee, Assignor hereby grants to Assignee an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable rights, title and interest. To the extent any of the rights, title and interest to the Assets and/or the Intellectual Property Rights therein cannot be assigned by Assignor to Assignee nor licensed, Assignor hereby irrevocably waives and agrees never to assert such non-assignable and non-licensable rights, title and interest against Assignee or any of Assignee's successors in interest to such non-assignable and non-licensable rights.
3. Assignor agrees to execute any additional documents to effect the assignment set forth in Paragraph 1 above. If Assignor fails or refuses to execute such documents within thirty (30) days after Assignee's written request therefor, Assignor hereby appoints any Manager of

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Assignee as Assignor's attorney-in-fact (this appointment to be irrevocable, as a power coupled with an interest) to act on the behalf of Assignor to execute such documents in the appropriate jurisdiction(s).

4. Assignor warrants that: (a) with respect to the Assets and the Intellectual Property Rights therein in existence as of the Effective Date, Assignor is the owner of such Assets and all Intellectual Property Rights thereto and has the right to enter into and perform each of the acts and obligations described in this Assignment Agreement without violating any right of any third party; (b) no other party has been granted, transferred, pledged or assigned any right, title or interest in the Assets and the Assets are not otherwise encumbered; (c) Assignor is the discoverer, inventor, author and developer of the Assets and no other party has participated in or provided services for the discovery, invention, authorship or development of the Assets; (d) Assignor is not aware of any actual or potential violation, infringement or misappropriation of any third party's rights (or any claim or potential claim thereof); (e) Assignor is not aware of any questions or challenges with respect to the validity of any claim regarding an existing patent or patent application relating to the Assets; (f) Assignor shall execute and deliver any and all documents, agreements, assignments and transfers necessary or appropriate to perfect or implement the assignment hereunder; and (g) Assignor was advised and hereby is advised in writing to consider the terms of this Assignment Agreement and consult with an attorney of Assignor's choice prior to signing this Assignment Agreement.

5. This Assignment Agreement shall be governed by and construed in accordance with the internal laws of the State of California regardless of the laws that might otherwise govern under principles of conflict of laws applicable thereto.

6. This Assignment Agreement, the Contribution Agreement and the Operating Agreement constitute the entire agreement between the parties relating to this subject matter and supersede all prior and/or contemporaneous oral or written agreement concerning such subject matter. To the extent any provisions of this Agreement conflict with the Contribution Agreement or the Operating Agreement, the Operating Agreement shall govern. This Assignment Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

**Schedule 1 to Exhibit A**

**"Assets" means any and all Technology and non-technical information and materials, and all Intellectual Property Rights thereto, developed by Assignor relating to Root and Water Cells, including, without limitation, all improvements, modifications, updates, upgrades, customizations and developments of any kind or nature whatsoever related thereto, previously or hereafter developed, conceived or reduced to practice by Assignor, individually or jointly with others.**

**"Intellectual Property Rights"** means copyright rights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

**"Root and Water Cells" means a structural system for supporting sidewalks and other paved areas that enables tree root growth and accommodates filtering, retention, storage and infiltration of storm water while preventing hardscape damage.**

**"Technology" means any and all technical information and/or materials, including, without limitation, ideas, techniques, designs, sketches, drawings, models, inventions, know-how, processes, apparatus, methods, equipment, algorithms, software programs, data, software source documents, other works of authorship, formulae and information concerning engineering, research, experimental work, development, design details and specifications.**