

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| John R. Herron | 03/22/2012 |
| RECEIVING PARTY DATA | |
| Name: | HYDRATION SYSTEMS, LLC |
| Street Address: | 9311 E. Via de Ventura |
| City: | Scottsdale |
| State/Country: | ARIZONA |
| Postal Code: | 85258 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 13348640 |
| CORRESPONDENCE DATA | |
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| <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: | Susan Stone Rosenfield |
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| Address Line 2: | Fennemore Craig P.C. |
| Address Line 4: | Phoenix, ARIZONA 85012-2913 |
| ATTORNEY DOCKET NUMBER: | 30753-016 |
| NAME OF SUBMITTER: | Susan Stone Rosenfield |
| Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif | |

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ASSIGNMENT

This Assignment is made and executed by John R. Herron (hereinafter "Assignor"), to and in favor of HYDRATION SYSTEMS, LLC, an Oregon limited liability company, having a business address of 9311 E. Via de Ventura, Scottsdale, Arizona 85258 (hereinafter "Assignee").

Whereas the Assignor desires to assign his entire right, title and interest in and to the invention described in the nonprovisional patent application Serial No. 13/348,640 filed on January 11, 2012 and titled "GAS SEPARATION MEMBRANE" (hereinafter the "Patent Application") for valuable consideration; and whereas Assignee has provided such valuable consideration to the Assignors;

Accordingly, Assignor warrants, covenants and agrees as follows:

1. Assignor hereby sells, assigns and conveys to Assignee such Assignor's entire right, title and interest in and to the invention described in the Patent Application, including (i) the Patent Application itself and any substitute patent application based in whole or in part on the Patent Application, (ii) all national and regional patent applications claiming the priority of the Patent Application or resulting from or based on the Patent Application, whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based on the Patent Application, and all substitute, continuation, continuation-in-part and divisional applications based in whole or in part on any such national or regional applications, and (iii) all patents, inventor's certificates, utility models and the like resulting from any of the such applications, and any reissues and extensions thereof.

2. Assignor hereby sells, assigns and conveys to Assignee such Assignor's entire right, title and interest in and to (i) all counterparts to all or any part of the Patent Application that are not included in Paragraph 1 above and that have been or may be filed in any country or under the Patent Cooperation Treaty or other international treaty, whether pursued as a patent, an inventor's certificate, a utility model or the like, (ii) including all rights of priority based on the Patent Application or any counterpart, and all substitute, continuation, continuation-in-part and divisional applications based in whole or in part on any of the counterparts, and (iii) including all patents, inventor's certificates, utility models resulting from any of the counterparts, any reissues and extensions thereof.

3. Assignor hereby grants to Assignee the sole and exclusive right to prosecute the Patent Application and all related applications as described in Paragraphs 1 and 2 above, as well as any opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings. Each of the Assignors authorizes all governmental bodies having the power to issue patents, inventor's certificates or utility models to issue a patent, inventor's certificate or utility model based on the Patent Application or any related applications as described in Paragraphs 1 and 2 above in the name of Assignee.

ASSIGNMENT

Title: "Gas Separation Membrane"
Serial No. 13/348,640

Docket No. 30753.016

4. Assignor agrees upon request and without further consideration, but at Assignee's expense: (a) to assist Assignee in prosecuting the Patent Application and all related applications as described in Paragraphs 1 and 2 above, as well as opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings; (b) to provide Assignee with information concerning the Patent Application and the related applications described in Paragraphs 1 and 2 above to enable Assignee to obtain, secure and protect all of the rights, title and interest sold, assigned, conveyed and granted under this Assignment (the "Assigned Assets"); (c) to sign papers, take oaths and testify in legal proceedings to enable Assignee to obtain, secure and protect the Assigned Assets; and (d) to perform all acts reasonably necessary to enable Assignee to obtain, secure and protect the Assigned Assets, including assistance in any proceedings pertaining to the Patent Application and the related applications described in Paragraphs 1 and 2 above or to their enforcement.

5. Assignor warrants and covenants that such Assignor has the full right to sell, assign and convey the Assigned Assets, and that to his or her knowledge all of the Assigned Assets are free and clear of all mortgages, liens, security interests, charges, claims, royalty obligations and encumbrances of any nature whatsoever and that the Assignor has not executed and will not execute any agreement in conflict with this Assignment.

6. Assignee may assign the Assigned Assets in whole or in part. All references herein to Assignee include any successors or assigns of Assignee.

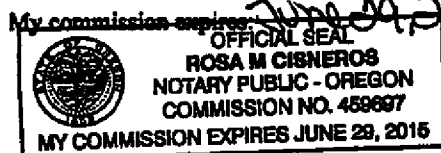
7. Assignor hereby authorizes any member of the firm of Fennemore Craig, P.C. to insert or complete any information, including but not limited to the patent application serial number, needed to effect this document's recordation with any appropriate governmental or other body, organization or office that provides for the recordation of assignments of assets such as those included in the Assigned Assets.

3-22-2012
Date

John R. Herron
John R. Herron

State of Oregon)
County of Lincoln) ss.

On this 22nd day of march, 2012, before me personally appeared John R. Herron known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the foregoing instrument for the purposes therein contained.



[Signature]
NOTARY PUBLIC