### 501909888 05/03/2012

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Gaye Elizabeth Morgenthaler	05/06/2011
David Vancott Jones	05/06/2011

### **RECEIVING PARTY DATA**

Name:	LiveFuels, Inc.	
Street Address:	1505 Adams Drive, Suite A	
City:	Menlo Park	
State/Country:	CALIFORNIA	
Postal Code:	94025	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13463623

# **CORRESPONDENCE DATA**

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Correspondent Name: James W. Peterson Address Line 1: 222 East 41st Street

Address Line 4: New York, NEW YORK 10017-6702

ATTORNEY DOCKET NUMBER: 011820-0041-999

NAME OF SUBMITTER: James W. Peterson

Total Attachments: 1

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PATENT REEL: 028153 FRAME: 0017 840.00 134

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#### ASSIGNMENT

WHEREAS, WE, GAYE ELIZABETH MORGENTHALER, a citizen of the United States of America, residing at 155 Brookwood, Woodside, CA 94062; and DAVID VANCOTT JONES, a citizen of the United States of America, residing at 155 Brookwood, Woodside, CA 94062; collectively ASSIGNORS, are the inventors of the invention in SOURCING PHOSPHORUS AND OTHER NUTRIENTS FROM THE OCEAN VIA OCEAN THERMAL ENERGY CONVERSION SYSTEMS for which we have executed an application for a Patent of the United States

- ☐ which is executed on ☐ even date herewith or ☐
- ☑ which is identified by Jones Day docket no. 011820-0041-888

and WHEREAS, LiveFuels, Inc., ASSIGNEE and existing under the laws of the state of California, and having an office for the transaction of business at 1300 Industrial Road, Suite 16, San Carlos, California 94070, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States provisional application and all applications claiming priority thereto under 35 U.S.C. §119(e) and divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filled for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date Mall 6 . 2011 GAVE ELIZABETE MORGENTHALER

Date 144 6 .2011 Man 1/2 LS.

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L.S.