

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Garry R. Lundstedt</td> <td>03/29/2012</td> </tr> <tr> <td>Brian R. Lundstedt</td> <td>03/29/2012</td> </tr> <tr> <td>Lloyd D. Leflet</td> <td>03/30/2012</td> </tr> </tbody> </table>		Name	Execution Date	Garry R. Lundstedt	03/29/2012	Brian R. Lundstedt	03/29/2012	Lloyd D. Leflet	03/30/2012		
Name	Execution Date										
Garry R. Lundstedt	03/29/2012										
Brian R. Lundstedt	03/29/2012										
Lloyd D. Leflet	03/30/2012										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>H2O Inferno, LLC</td> </tr> <tr> <td>Street Address:</td> <td>2661 W. County Rd. 64</td> </tr> <tr> <td>City:</td> <td>Fort Collins</td> </tr> <tr> <td>State/Country:</td> <td>COLORADO</td> </tr> <tr> <td>Postal Code:</td> <td>80524</td> </tr> </table>		Name:	H2O Inferno, LLC	Street Address:	2661 W. County Rd. 64	City:	Fort Collins	State/Country:	COLORADO	Postal Code:	80524
Name:	H2O Inferno, LLC										
Street Address:	2661 W. County Rd. 64										
City:	Fort Collins										
State/Country:	COLORADO										
Postal Code:	80524										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13479022</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13479022						
Property Type	Number										
Application Number:	13479022										
CORRESPONDENCE DATA											
<p>Fax Number: (970)492-0003</p> <p>Phone: 970-492-0000</p> <p>Email: CRMILES@CRMILES.COM</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: CR MILES, P.C. CRAIG R. MILES</p> <p>Address Line 1: 405 MASON COURT, SUITE 119</p> <p>Address Line 4: FORT COLLINS, COLORADO 80524</p>											
ATTORNEY DOCKET NUMBER:	418-02										
NAME OF SUBMITTER:	Craig R. Miles										
<p>Total Attachments: 7</p> <p>source=Assignment#page1.tif</p>											

OP \$40.00 13479022

source=Assignment#page2.tif
source=Assignment#page3.tif
source=Assignment#page4.tif
source=Assignment#page5.tif
source=Assignment#page6.tif
source=Assignment#page7.tif

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the application of: Garry R.
Lundstedt, Brian R. Lundstedt, and Lloyd D.
Leflet

Application No.:

Filed:

For: System To Heat Water For Hydraulic
Fracturing

Attorney Docket No.: H2OUSheat

Confirmation No.:

Group Art Unit:

Examiner:

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT is between and among Garry R. Lundstedt, whose address is 2626 Wakonda Dr., Fort Collins, Colorado 80524 USA, Brian R. Lundstedt, whose address is 405 Diamond Dr., Fort Collins, Colorado 80525 USA, and Lloyd D. Leflet, whose address is 2661 W. County Rd. 64, Fort Collins, Colorado 80524 USA (each individually an "Assignor") and H2O Inferno, LLC having its principal offices at 2661 W. County Rd. 64, Fort Collins, Colorado 80524 USA ("Assignee").

WHEREAS, each Assignor has contributed to the conception or development of technology relating to a system to heat water for hydraulic fracturing including the technology described or indicated in the above-identified application, along with any improvements of such technology to the extent conceived or developed during the time serving as a consultant or employee of Assignee or utilizing the trade secrets or confidential information of Assignee, or which are likely to cause disclosure of such trade secrets or confidential information (the "Invention");

WHEREAS, each Assignor, either by him/her individually or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS, each Assignor desires to assign all right, title and interest to the Invention to Assignee to the extent he has any such rights worldwide; and

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agree as follows:

1. Each Assignor warrants that:

- a. he/she has the authority to assign all right, title, and interest originated now or hereafter by him involving the Invention;
- b. he/she has conveyed no right, title, or interest in the Invention to any party other than the Assignee;
- c. to the extent he conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he has the authority to act as agent for such an entity and to fully transfer such rights; and
- d. at the time of signing of this Assignment, he/she neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any coinventorship.

2. Each Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:

- a. all such worldwide rights to make, use, and sell the Invention;
- b. any applications for United States or foreign patents relating to the Invention, and specifically to the above-identified application, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues, and extensions thereof;
- c. the right to file applications for United States or foreign patents based upon the Invention, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof;
- d. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government;
- e. all rights to any documents, notes, and evidence regarding any aspect of the Invention; and

f. all rights to seek protection covering such aspects or claims as the Assignee deems appropriate, specifically, including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by the Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.

3. Each Assignor further covenants and agrees that he will communicate to the Assignee any facts known to him respecting any improvements involving or in any way related to the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, or reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention and to such improvements in all countries without further consideration but at the expense of the Assignee.

4. Each Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Invention, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-identified application, and to any division, substitution, continuation, or continuation-in-part, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent permissible. Access rights may particularly include: any and all rights to any files, documents, notes, or evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes, or evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history, or status of any application for United States, or foreign patents relating to the Invention.


5. Each Assignor further covenants and agrees that he will sign all lawful papers, consents, and generally do everything possible to aid the Assignee in petitioning waiver of access of Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the invention, as provided above.

6. Each Assignor grants the firm of CR MILES P.C., or other designated agent, 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 Patent Cooperation Treaty or the United States Patent Office or any foreign patent office for recordation of this document, including,

but not limited to, inserting the application number, the execution date, or the filing date of the above-identified United States Patent Application based upon the Invention.

7. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

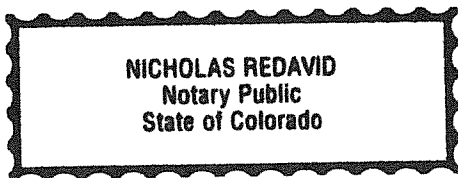
SIGNATURES ON THE FOLLOWING PAGES:



Garry R. Lundstedt

Date: 3-29-12

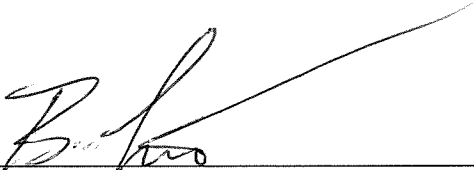
UNITED STATES OF AMERICA)
STATE OF COLORADO)
COUNTY OF LARIMER)

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Larimer, State of Colorado, United States of America, by Garry R. Lundstedt, this 29th day of March, 2012. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.





Notary Public
My Commission Expires: 11/23/15

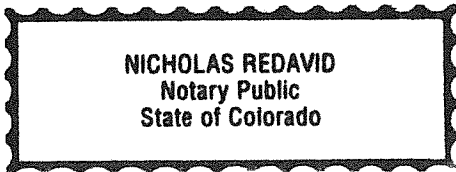



Brian R. Lundstedt

Date: 032912


UNITED STATES OF AMERICA)
STATE OF COLORADO)
COUNTY OF LARIMER)

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Larimer, State of Colorado, United States of America, by Brian R. Lundstedt, this 29th day of March, 2012. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.





Notary Public
My Commission Expires: 11/23/15

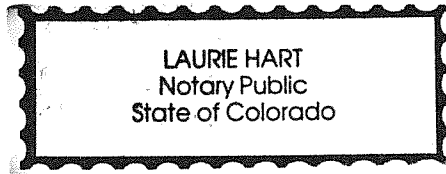


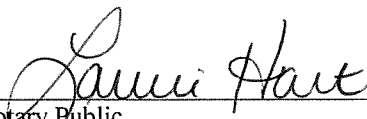
Lloyd D. Leflet

Date: 3/30/12

UNITED STATES OF AMERICA)
STATE OF COLORADO)
COUNTY OF LARIMER)

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Larimer, State of Colorado, United States of America, by Lloyd D. Leflet, this 30 day of March, 2012. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.





Notary Public
My Commission Expires: 09/13/2012