

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Geotree Technologies, Inc.	06/19/2012
RECEIVING PARTY DATA	
Name:	Inland Pipe Rehabilitation LLC
Street Address:	9400 Grogan's Mill Road
Internal Address:	Ste. 205
City:	The Woodlands
State/Country:	TEXAS
Postal Code:	77380
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	61440527
Application Number:	61447303
Application Number:	13367298
Application Number:	13367306
Application Number:	13367315
Application Number:	13367318
PCT Number:	US2012024204
PCT Number:	US2012024205
PCT Number:	US2012024206
PCT Number:	US2012024208
CORRESPONDENCE DATA	
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OP \$400.00 61440527

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: MARSHALL, GERSTEIN & BORUN LLP

Address Line 1: 233 South Wacker Drive

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ATTORNEY DOCKET NUMBER:

32063/G1000

NAME OF SUBMITTER:

Jeremy R. Kriegel, Reg. No. 39,257

Total Attachments: 3

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Exhibit B
ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

WHEREAS, Geotree Technologies, Inc., a Delaware corporation having its registered place of business at 1733 Majestic Drive, Suite 101, Lafayette, CO 80020 ("GTI") is the owner of record of the Assigned Patents (as defined below);

WHEREAS, Inland Pipe Rehabilitation LLC, a Michigan limited liability company ("Purchaser") having a place of business at 9400 Grogan's Mill Road, Ste 205, The Woodlands, TX 77380 is desirous of acquiring the entire interest in and to the Assigned Patents (as defined below);

WHEREAS, GTI and Purchaser have entered into a Patent Purchase and Sale Agreement for certain patent applications dated as of June 19, 2012 ("Purchase and Sale Agreement") wherein GTI has agreed to sell and Purchaser has agreed to purchase the Assigned Patents; and

WHEREAS, for the purpose of this Assignment, the following terms, whether in singular or in plural form, when used with a capital initial letter shall have the respective meanings as follows.

"Affiliate" means with respect to any person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under the common control of the Person in question. For purposes of the foregoing, "control," including the terms "controlling," "controlled by" and "under common control with," means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Assigned Patents" means the issued patents and patent applications listed in Appendix A of this Assignment.


"Person" means any natural person, corporation, company, partnership, association, sole proprietorship, trust, joint venture, non-profit entity, institute, governmental authority, trust association or other form of entity not specifically listed herein including, without limitation, GTI or any of its Affiliates, or Purchaser or any of its Affiliates.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration to GTI in hand paid, the receipt and sufficiency of which is hereby acknowledged, GTI has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over unto said Purchaser, its whole right, title, and interest in and to all of the Assigned Patents, said whole right, title, and interest in and to said Assigned Patents including all past, present, and future causes of action and claims for damages derived by reason of patent infringement thereof for said Purchaser's own use and for the use of its assigns, successors, and legal representatives to the full end of the term of each of the Assigned Patents, any and all rights throughout the world relating to the Assigned Patents, including, but not limited to any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents relating to the Assigned Patents, and including the subject matter of all claims that

may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.. GTI further assigns to Purchaser its right to claim priority benefit of each of the Assigned Patents. For clarity, the foregoing assignment does not include (i) any trademarks, trade dress, trade names, or other indicia of origin; (ii) except for inventions of the Assigned Patents, any inventions or discoveries, whether patentable or not, and registrations, invention disclosures, patents and applications therefor; (iii) any trade secrets, confidential information or know-how; (iv) any works of authorship, whether copyrightable or not; and (iv) any other intellectual property or proprietary rights of GTI, its Affiliates or any predecessor of GTI or GTI's Affiliates.


In Testimony Whereof, GTI by its fully authorized representatives has executed this valid and binding Assignment as of the dates indicated below.

**GEOTREE TECHNOLOGIES,
INC.**

By: 
Its: ~~PRESIDENT~~ CEO
Name: S. AMIR HODA
Date: JUNE 19, 2012

On behalf of Purchaser, the undersigned (a duly-authorized representative of Purchaser) hereby confirms the Purchaser's acceptance of all rights, privileges and interests conveyed by this Assignment.

**INLAND PIPE
REHABILITATION LLC**

By: 
Its: President & CEO
Name: Joseph Cutillo
Date: June 20, 2012

Appendix A of Exhibit B: List of Assigned Patents

Patent Application / Registration No.	Title	Date of Application / Registration	Country
61/440,527	METHOD AND APPARATUS FOR APPLICATION OF MORTAR	February 8, 2011	United States (Provisional)
61/447,303	METHOD AND APPARATUS FOR APPLICATION OF MORTAR	February 28, 2011	United States (Provisional)
13/367,298	METHOD AND APPARATUS FOR APPLICATION OF MORTAR	February 6, 2012	United States
13/367,306	METHOD AND APPARATUS FOR APPLICATION OF MORTAR	February 6, 2012	United States
13/367,315	METHOD AND APPARATUS FOR APPLICATION OF MORTAR	February 6, 2012	United States
13/367,318	METHOD AND APPARATUS FOR APPLICATION OF MORTAR	February 6, 2012	United States
PCT/US12/24 204	METHOD AND APPARATUS FOR APPLICATION OF MORTAR	February 7, 2012	PCT
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PCT/US12/24 206	METHOD AND APPARATUS FOR APPLICATION OF MORTAR	February 7, 2012	PCT
PCT/US12/24 208	METHOD AND APPARATUS FOR APPLICATION OF MORTAR	February 7, 2012	PCT