

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CST Growth, LLC	09/09/2011
RECEIVING PARTY DATA	
Name:	AlgaePrime, LLC
Street Address:	8 Windjammer Xing
City:	Manorville
State/Country:	NEW YORK
Postal Code:	11949
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13064883
CORRESPONDENCE DATA	
Fax Number:	3146673633
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	314-552-6000
Email:	ipdocket@thompsoncoburn.com
Correspondent Name:	Thompson Coburn LLP/Charles Romano
Address Line 1:	ONE US BANK PLAZA
Address Line 4:	St. Louis, MISSOURI 63101
ATTORNEY DOCKET NUMBER:	53909-107105
NAME OF SUBMITTER:	Charles Romano
Total Attachments: 4 source=Assignment_CST_AlgaePrime#page1.tif source=Assignment_CST_AlgaePrime#page2.tif source=Assignment_CST_AlgaePrime#page3.tif source=Assignment_CST_AlgaePrime#page4.tif	

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**ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS
AND RELATED INTANGIBLES**

This Assignment of Intellectual Property and Related Intangibles ("Assignment") is entered into as of August 31, 2011 by **CST Growth, LLC** ("Assignor") in favor of **AlgaePrime, LLC** ("Assignee").

For valuable consideration bargained for and exchanged, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. Assignor hereby assigns, sells, grants, transfers and conveys to Assignee and its successors, assigns and designees the following:

- (a) Assignor's entire rights, title, and interests throughout the world in and to the Trademarks (defined below), together with all claims, either in law or in equity, and damages for past, present or future infringements of the Trademarks, with the right to sue for, and collect the same for, Assignee's own use and benefit and for the use and benefit of Assignee's successors, assigns and designees.
- (b) Any and all rights of Assignor, express or implied, legal or equitable, in and to all trademarks based upon, derived from, or incorporating the Trademarks and all licenses or use agreements relating to the Trademarks, including, without limitation, all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto.
- (c) Assignor's entire rights, title, and interests throughout the world in and to the Copyrights (defined below), together with all claims, either in law or in equity, and damages for past, present or future infringements of the Copyrights, with the right to sue for, and collect the same for, Assignee's own use and benefit and for the use and benefit of Assignee's successors, assigns and designees.
- (d) Any and all rights of Assignor, express or implied, legal or equitable, in and to all works based upon, derived from, or incorporating the Copyrights and all licenses or use agreements relating to the Copyrights, including, without limitation, all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto.
- (e) Assignor's entire rights, title, and interests throughout the world in and to the Trade Secrets (defined below), together with all claims, either in law or in equity, and damages for past, present or future misappropriations of the Trade Secrets, with the right to sue for, and collect the same for, Assignee's own use and benefit and for the use and benefit of Assignee's successors, assigns and designees.
- (f) Any and all rights of Assignor, express or implied, legal or equitable, in and to all works, products and/or innovations based upon, derived from, or incorporating the Trade Secrets and all licenses or use agreements relating to the Trade Secrets, including, without limitation, all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto.

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- (g) Assignor's entire rights, title, and interests throughout the world in, to and under any Inventions (defined below), together with all claims, either in law or in equity, and damages for past, present or future infringements or misappropriations of the Inventions, with the right to sue for, and collect the same for, Assignee's own use and benefit and for the use and benefit of Assignee's successors, assigns and designees.
- (h) Any and all rights of Assignor, express or implied, legal or equitable, in and to all works, products, and/or innovations based upon, derived from, or utilizing the Inventions and all licenses or use agreements relating to the Inventions, including, without limitation, all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto.

2. Definitions.

- (a) For purposes of this Assignment, the phrase "Assignor's Business" means all past and current business activities of Assignor or its predecessors.
- (b) For purposes of this Assignment, the term "Trademarks" means any and all trade names, trademarks, service marks, trade dress, logos and design elements owned, used, associated with and/or developed on behalf of Assignor and/or Assignor's Business (including, without limitation, all of the trademarks set forth on the attached Schedule A attached hereto and made a part hereof), and any and all derivations, variations and combinations thereof, all state, federal, international and/or foreign registrations and applications for registration therefor, all rights to make applications for registration therefor, and all goodwill associated therewith (including, without limitation, the exclusive right of Assignee to represent itself as carrying on Assignor's Business in succession to Assignor).
- (c) For purposes of this Assignment, the term "Copyrights" means all copyright rights under all copyright laws of the United States and all other countries for the full term thereof (and including all rights accruing by virtue of bilateral or international copyright treaties and conventions) owned, used, associated with and/or developed on behalf of Assignor and/or Assignor's Business, including, without limitation, the works set forth on the attached Schedule B and all registrations and applications for registration therefor and renewals, extensions, reversions or restorations thereof now or hereafter provided by law, and all rights to make applications for copyright registrations and recordations, regardless of the medium of fixation or means of expression.
- (d) For purposes of this Assignment, the term "Trade Secrets" means any and all rights in, to and under any trade secrets, know-how, techniques, methods, recipes, formulations, concepts and inventions (whether or not patentable) owned, used, associated with and/or developed on behalf of Assignor and/or Assignor's Business, including, without limitation, those particular items set forth on the attached Schedule C attached hereto and made a part hereof.

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(i) For purposes of this Assignment, the term "Inventions" means any and all rights in, to and under any new and useful inventions owned, used, associated with and/or developed on behalf of Assignor and/or Assignor's Business, all improvements thereof and all know-how related thereto, including, without limitation, those all patents and patent applications set forth on the attached Schedule D and all other patents issued and/or patent applications filed in the United States and worldwide, and all reissues, extensions, renewals, divisions and continuations (including continuations-in-part) thereof, for the full term thereof, as well as any and all rights to apply for patents in the United States and in foreign countries for said inventions.

3. Further Assurances. Assignor agrees to execute all papers and perform such other acts, without further consideration, as Assignee may deem necessary to secure for Assignee and/or its successors, assignees or designees, the rights herein assigned, including, without limitation, execution of patent and/or trademark assignment documents for filing with applicable patent and trademark offices.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the date set forth above.

WITNESS:

Name: [Signature]
Date: 9/9/2011

ASSIGNOR:

CST Growth, LLC
By: [Signature]
Name: Richard M. Carter
Title: President
Date: 9/9/11

WITNESS:

Name: [Signature]
Date: 9/9/2011

ASSIGNEE:

AlgaePrime, LLC
By: [Signature]
Name: Tom Laurita
Title: President
Date: 9/9/11

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Schedule D: Inventions

US Provisional Application No. 61/327,661, filed April 24, 2010

USSN No. 13/064,883, filed April 22, 2011 titled "METHOD FOR INCREASING ALGAE
GROWTH AND THE USE THEREOF IN
PRODUCTION OF ALGAE-DERIVED
BIOFUELS AND OTHER CHEMICALS"



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