о <sup>х</sup>	5/10/2013
Form PILLING (Rev 16-17)	U.S. DEPARTMENDED, SOMMERCE
RE RE	03658049 (2 MAY 10 2013 3)
To the Director of the U.S. Patent and Trademark Office	ce: Please record the attached documents or the new address(estopelow.
1. Name of conveying party(ies)	2. Name and address of receiving party(ies) Name: PARABEL LTD.
PALLC	Internal Address:
Additional name(s) of conveying party(ies) attached? Yes <b>3. Nature of conveyance/Execution Date(s):</b> Execution Date(s) January 29, 2013	s ■ No Street Address: P.O. Box 309, Ugland House
Assignment Merger	
Security Agreement Change of N	ame City:
Joint Research Agreement	State: Grand Cayman
Government Interest Assignment Executive Order 9424, Confirmatory License	Country: Cayman Islands Zip: KY1-1104
Other Asset Transfer Agreement	Additional name(s) & address(es) attached? Ves 🔳 N
5. Name and address to whom corresponden concerning document should be mailed:	nbers attached? Yes No ce 6. total number of applications and patents involved: 5
Name: Hans-Peter G. Hoffmann	<b>7. Total fee</b> (37 CFR 1.21(h) & 3.41) \$200
Internal Address: Kelley Drye & Warren LLP	
Street Address: 400 Atlantic Street, 13th Floor	Authorized to be charged to deposit account Enclosed None required (government interest not affecting title
City: Stamford	8. Payment Information
State: CTZip: 06901	
Phone Number: 203-351-8011	 Deposit Account Number 11-0404 1244
Docket Number: PARA-100	AT ED-A021 ZNN. NN UN
Email Address: hhoffmann@kelleydrye.com	Authorized User Name Hans-Peter G. Hoffman
9. Signature: Manfeds Mora	May 7, 2013
Signatu	re Date
Hans-Peter G. Hoffmann Name of Person Signing	Total number of pages including cover sheet, attachments, and documents: 67

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Additional Application Numbers:

a 4.

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13/157,293

#### ASSET TRANSFER AGREEMENT

This ASSET TRANSFER AGREEMENT (the "<u>Agreement</u>") is entered into as of the 29<sup>th</sup> day of January, 2013, by and between PA LLC, a Delaware limited liability company (the "<u>LLC</u>"), and Parabel Ltd., a company under the law of the Cayman Islands and a wholly-owned subsidiary of the LLC (the "<u>Cayman Subsidiary</u>"), each sometimes referred to herein as a "<u>Party</u>," and collectively referred to herein as the "<u>Parties</u>."

## WITNESSETH:

WHEREAS, the board of directors of the LLC believes it to be in the best interests of the LLC to transfer certain assets, contracts, rights and privileges (collectively, the "<u>Rights</u>," as set forth in Exhibit A-1, attached hereto) and certain liabilities of the LLC (collectively, the "<u>Liabilities</u>" or the "<u>Assumed</u> <u>Liabilities</u>", as set forth in Exhibit B, attached hereto), on the terms and conditions hereafter provided, to the Cayman Subsidiary;

WHEREAS, the Cayman Subsidiary desires to accept the transfer of the Rights and assume the Liabilities from the LLC.

**NOW, THEREFORE**, based on the stated premises, which are incorporated herein by reference, and for and in consideration of the mutual benefit to the Parties to be derived herefrom, the Parties hereto agree as follows:

#### 1. Transfer of the Rights.

- **1.1** The LLC hereby transfers, grants, conveys and assigns to the Cayman Subsidiary all of its right, title and interest in and to the Rights, free from any charges, liens and other encumbrances (the "Rights Transfer").
- **1.2** The Cayman Subsidiary hereby accepts the Rights Transfer and agrees to take possession of the Rights.
- 1.3 For the avoidance of doubt, the Rights do not include, and the LLC is not transferring, generally, conveying or assigning to the Cayman Subsidiary, and the Cayman Subsidiary is not accepting or agreeing to take possession of the assets, contracts, rights or privileges set forth in Exhibit A-2, attached hereto (collectively, the "Excluded Rights").

#### 2. Assumption of the Liabilities.

- 2.1 Pursuant to the terms and conditions of this Agreement, the Cayman Subsidiary hereby agrees to assume the Liabilities.
- 2.2 By signing below, the Cayman Subsidiary understands, acknowledges, and agrees to be fully responsible for all Liabilities that are listed on Exhibit B, and the Cayman Subsidiary understands, acknowledges, and agrees that the Cayman Subsidiary shall not be responsible for any liabilities not listed on Exhibit B (the "Excluded Liabilities"), whether known or unknown, and irrespective of whether such Excluded Liabilities currently exist or arise at any time in the future. For the avoidance of doubt, the Excluded Liabilities include, without limitation, (i) the debt held by Petrotech Holdings Corp. and accrued interest thereon, (ii) related party expenses, (iii) deferred compensation and (iv) debt owed to R.R. Donnelley and Torys LLP.

#### 3. The Closing.

3.1 Subject to the terms and conditions hereof, the effectiveness of the Rights Transfer and

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the assumption of the Liabilities as provided for herein (the "<u>Closing</u>") shall take place at 8:00 A.M. (New York time) on the date that is the later of (i) the day on which all the conditions in Section 7 hereto have been satisfied or waived and (ii) the day on which Dhabi One Investments Services LLC, or an affiliate thereof, shall have closed on its investment of \$15,000,000 (fifteen million U.S. dollars) of senior secured convertible debt in the Cayman Subsidiary (which date of Closing shall be referred to herein as the "<u>Closing Date</u>"). The Closing shall be deemed to occur at the offices of the LLC or in such other location as the Cayman Subsidiary and the LLC mutually agree.

#### 4. <u>Representations and Warranties of the LLC.</u>

- 4.1 In order to induce the Cayman Subsidiary to enter into this Agreement, the LLC makes the following representations and warranties to the Cayman Subsidiary:
  - **4.1.1 Due Organization.** The LLC is duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority to carry on the Parabel Business as it is currently conducted.
  - **4.1.2** Enforceability. This Agreement and all other agreements of the LLC contemplated hereby are or, upon the execution and delivery thereof will be, valid and binding obligations of the LLC, enforceable against it in accordance with their terms.
  - 4.1.3 The Rights. Other than with respect to the Excluded Rights, the Rights include substantially all privileges, powers, rights, interests and claims of every type and description that are owned, leased, held, used or useful in the business of the LLC, as it is conducted as of the date of this Agreement (the "Parabel Business").
  - 4.1.4 Ownership of the Rights. The LLC is the lawful owner of the Rights and, as of the Closing Date, has the legal right to transfer ownership of all Rights transferred hereunder. As of the Closing Date, no person or entity holds any rights to any of the Rights, other than the LLC, and the LLC has not assigned or pledged any of the Rights or any rights in connection therewith to any person or entity. As of the Closing Date, the Rights are transferred to the Cayman Subsidiary free from all charges, liens and (other encumbrances other than as disclosed as Liabilities on Exhibit B hereto). The LLC further agrees to defend against any and all adverse claims or demands in connection with the ownership or transfer of the Rights.
  - **4.1.5** Assumption. The LLC agrees to maintain responsibility for any and all Excluded Liabilities, pursuant to their particular terms, conditions, and requirements.

#### 5. <u>Representations and Warranties of the Cayman Subsidiary.</u>

- 5.1 In order to induce the LLC to enter into this Agreement, the Cayman Subsidiary makes the following representations and warranties to the LLC:
  - 5.1.1 Due Organization. The Cayman Subsidiary is duly organized, validly existing and in good standing under the laws of the Cayman Islands and has the corporate power and authority to carry on the Parabel Business as it is proposed to be conducted as of the Closing Date.
  - 5.1.2 Enforceability. This Agreement and all other agreements of the Cayman Subsidiary contemplated hereby are or, upon the execution and delivery thereof will be, valid and binding obligations of the Cayman Subsidiary, enforceable

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against it in accordance with their terms.

#### 6. <u>Covenants and Obligations</u>.

- 6.1 Taxes. The LLC shall be responsible for payment of all sales taxes, income taxes, fees or other assessments associated with the transfer of the Rights and the assumption of Liabilities, if any.
- 6.2 Employees, Officers and Consultants. The LLC covenants and agrees that after the Closing it shall (i) use its commercially reasonable efforts to continue and maintain in the ordinary course of business its relationships with its key officers, employees and consultants and (ii) cooperate with the Cayman Subsidiary in transferring those of its employees in good standing that are involved in the Parabel Business to the appropriate subsidiary, division or representative office of the Cayman Subsidiary.
- 6.3 Confidentiality. The LLC agrees that, if requested by the Cayman Subsidiary, it will cooperate with the Cayman Subsidiary in enforcing the terms of any agreements between the LLC and any third party involving the activities associated with the Rights, including without limitation terms relating to confidentiality, non-disclosure and the protection of any and all intellectual property rights.
- 7. <u>Closing Conditions</u>. The obligations of the LLC and the Cayman Subsidiary under this Agreement are subject to the satisfaction of the following conditions precedent on or before the Closing:
  - 7.1 Closing Deliverables to the Cayman Subsidiary. The Cayman Subsidiary shall have received from the LLC, in form and substance reasonably satisfactory to the Cayman Subsidiary, such agreements, documents, instruments and certificates as shall be reasonably requested by the Cayman Subsidiary to consummate the transactions contemplated hereby, including the following duly executed instruments:
    - (a) an Assignment and Assumption Agreement, substantially in the form attached as Exhibit C hereto (the "<u>Assignment and Assumption Agreement</u>");
    - (b) a Bill of Sale, substantially in the form attached as Exhibit D hereto (the "<u>Bill of</u> <u>Sale</u>");
    - (c) a Trademark Assignment, substantially in the form attached as Exhibit E, hereto (the "Trademark Assignment "); and
    - (d) a Patent Assignment, substantially in the form attached as Exhibit F hereto (the "Patent Assignment").
  - 7.2 Closing Deliverables to the LLC. The LLC shall have received:
    - (a) Class B common shares of the Cayman Subsidiary in exchange for the Rights Transfer; and
    - (b) Documents, instruments and certificates reasonably satisfactory to the LLC evidencing the release of all charges, liens and other encumbrances over the Rights.
- 8. <u>Termination</u>. This Agreement may be terminated at any time on or prior to the Closing by the written consent of the Parties.

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#### 9. <u>Indemnification</u>.

- 9.1 Indemnification by the LLC. The LLC shall indemnify, defend and hold harmless the Cayman Subsidiary and its directors, officers, employees, agents and assigns and successors, against all liabilities, losses, costs, claims, damages, lost profits, lost revenues, penalties and expenses, whether or not special, non-compensatory, consequential, indirect, incidental, statutory or punitive (each, a "Loss" and collectively the "Losses"), relating to or arising out of:
  - (a) any Excluded Liabilities;
  - (b) any Excluded Rights; and
  - (c) the operation of the Parabel Business by the Cayman Subsidiary prior to the Closing.
- 9.2 Indemnification by the Cayman Subsidiary. The Cayman Subsidiary shall indemnify, defend and hold harmless the LLC and its affiliates, directors, officers, employees, agents and assigns and successors, against any Losses relating to or arising out of:
  - (a) any Assumed Liabilities;
  - (b) the Rights; and
  - (c) the operation of the Parabel Business by the Cayman Subsidiary after the Closing.

#### 10. Miscellaneous.

- 10.1 Entire Agreement. All negotiations, understandings, representations and preliminary agreements are merged herein. The Parties intend this document to be the final and exclusive expression of their agreement. The Agreement may not be modified, amended or revoked except in writing signed by all the Parties hereto.
- 10.2 Further Assurances. Subsequent to the Closing, the LLC shall, from time to time, execute and deliver, upon the request of the Cayman Subsidiary, all such other and further materials and documents and instruments of conveyance, transfer or assignment as may reasonably be requested by the Cayman Subsidiary to effect, record or verify the transfer to, and vesting in the Cayman Subsidiary, of the LLC's right, title and interest in and to the Rights, free and clear of all charges, liens and other encumbrances, in accordance with the terms of this Agreement.
- 10.3 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, successors, assigns, directors, officers, agents, employees and personal representatives.
- 10.4 Severability. If any provision of this Agreement is invalid or unenforceable, the balance of this Agreement shall remain in effect.
- 10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

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- 10.6 Section Headings. Section headings are for convenience only and shall not define or limit the provisions of this Agreement.
- 10.7 Faxed Signatures. For purposes of this Agreement a faxed, electronically scanned or other reproduction of a signature of any party shall constitute an original signature and may be delivered by such party by facsimile or any similar electronic transmission device and such execution and delivery shall be considered valid, binding and effective for all purposes.
- 10.8 Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts taken together shall constitute but one and the same Agreement. A photocopy of this Agreement shall be effective as an original for all purposes.

[Remainder of page left intentionally blank. Signature page follows.]

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IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have executed this Agreement as of the date first written above.

By:

PALLC la By: Name: Isaac Szpilzinger

Title: Director

PARABEL LTD.

Name: Anthony John Phipps Tiarks Title: Chairman

[Signature Page to Asset Transfer Agreement]

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have executed this Agreement as of the date first written above.

## PA LLC

Ву:\_\_\_\_

Name: Isaac Szpilzinger Title: Director

PARABEL LTD.

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By: Name: Anthony John Phipps Tlarks Title: Chairman

[Signature Page to Asset Transfer Agreement]

# Exhibit A-1

# **RIGHTS**

(See attached)

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## Preliminary Balance Sheet Items<sup>1</sup>

 Cash
 \$438,488

 Prepaid Expenses
 \$107,064

 Fixed Assets
 \$493,139

 LT Deposits
 \$251,723

(As of December 31, 2012)

<sup>1</sup> These balance sheet items are as of December 31, 2012. Within ten (10) business days of the Closing, the LLC shall deliver to the Cayman Subsidiary an updated list of these balance sheet items that shall be as of the date of the Closing.

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PATENT REEL: 030407 FRAME: 0711

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#### Customer License Agreements

#### 15. ASSIGNMENT:

#### 授业.

This Agreement (or any rights, interests, or obligations set forth hereunder) shall not be assignable by either Party (or transferred by operation of law) without the prior written consent of the other Party, which will not be unreasonably withheld. conditioned or delayed. Notwithstanding the foregoing, the Parties agree that a any time, PA or Licensee may assign its rights and obligations to any of their Affiliates, provided, however, that PA or Licensee will still be bound by the obligations set forth in this Agreement until its expiration or prior termination.

#### 20. ASSIGNMENT,

This Agreement (or any rights, interests, or obligations set forth hereunder) shall not be assignable by either Party (or transferred by operation of law) without the prior written consent of the other Party, which will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Parties agree that at any time. PA may assign its rights and obligations to any Affiliate of PA or in the event of a change in majority control of the stock of PA or sale of substantially all of PA's assets.

#### 19. ASSIGNMENT.

This Agreement (or any rights, interests, or obligations set forth hereunder) shall not be assignable by either Party (or mansferred by operation of law) without the prior written consent of the other Party, which will not be unreasonably withheld, conditioned or delayed. Norwithstanding the foregoing, the Parties agree that is any time, PA may assign its rights and obligations to any Affiliate of PA or in the event of a change in majority control of the stock of PA or sale of substantially all of PA's assets.

Master Framework Agreement by and between China Energy Conservation and Environment Protection Group ("CECEP")—Chongquing Industry Co., Ltd. and PA LLC dated April 18, 2012.

License Agreement by and between Lemna Asia SDN BHD and PA LLC dated May 29, 2012.

License agreement by and between FerriGreen S.A. (a subsidiary of Probac S.A.), and PA LLC dated August 3, 2012.

# Contract

Beijing Foreign Enterprise Human Resources Sorvice Co. Ltd. (FESCO - China Psyroll and Benefits Provider)

Service Contracts Assignable/Consent Required Stynable - Yes. Assignable - Yes. Required. Consent not

Consent

#### Assignment Provision

Lif. The performance of this Contract shall not be affected by the change in matters of Party A such as name, legal representative, principals or investors, to rate of accurrence of circumstances such as Party A's merger or division during the term bereof, this Contrast shall remain valid and continue to be performed by the unit succeeding to Party A's rights and oblications.

Article 17 Maners nat covered in this Contract shall, where there are relevant provisions in

the laws, regulations, rules of the State or local government, be carried out in accordance with

the corresponding provisions or subject to both Parties' separate consultations.

5. ASSIGNMENT; YOU agree not to transfer, sell, sublease, assign, plodge or encumber eithar the EQUIPMENT or any rights under this Leaso without QUR prior written concent. YOU agree that WE may sell, assign or transfer this Lease and if WE do, the new owner will have the same rights and benefits that WE providere and the rights of the new owner will not be subjected to any class. defenses, or setoffs that YOU may have against US or any supplier ("Supplier") of the Equipment.

#### ADP TotalSource (Payroll & Benefits Provider)

Vendor. Contracts Assignable/Consent Required Assignable - Yes. Consent Required.

AT&T Wireless - Cellular Phones

Manufacturers Lease Plan (Fellsmere - Water Purification System Expired June, 2013)

Netsuite (Enterprise Resource Planning System)

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RDG Filings (Edgar Conversion and Filing Service

Computershare (Stock Registry Agent)

TW Telecom - (Internet and Landline Phones)

#### Assignable-Yes. Consent not required.

Assignable - Yes. Consent required.

Consent Not required.

Assignable-Yes. Consent required.

Assignable-Yes. Consent required.

Assignable - Yes. Consent Required. **Assignment Provision** 

Section 11 - Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. If Client morges with another entity, is acquired by another company, or undergoes a change of ownership or control, such action shall constitute an assignment and Client shall provide prior notice to fotalSource. In such case, TotalSource may terminate this Agreement or may continue providing Services pursuant to this Agreement. In its determination of whether to continue providing Services, TotalSource may require the new entities to undergo an evaluation process, including but not limited to, creditworthiness. If TotalSource decides to continue to provide its Services to Client under the new corporate structure of Client, TotalSource may require the new entity to sign a new Client Services Agreement and/or guarantee payment to TotalSource.

Letter from Perbael releasing contract to Newco.

18. <u>ASSIGNMENT</u>. LESSOR MAY ASSIGN OR TRANSFER THE LEASE OR LESSOR'S INTEREST IN THE EQUIPMENT WITHOUT NOTICE TO LESSEE. Any assignee of Lessor shall have all of the rights, but nome of the obligations, of Lessor under the Lease and Lessee agrees that it will not assort sgainst any assignee of Lessor any defense, counterclaim or offset that Lessee may have against Lessor. Lessee agrees that Lessor may assign or transfer this Loase or Lessor's instruction that Lessor may assign or transfer this Loase or Lessor's instruction to transfer this Lease or Lessor's instruction to Lessee. LESSEE SHALL NOT ASSIGN, HYPOTHECATE OR IN ANY WAY DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBILGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF ILESSOR.

13. General Provisions. This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other, except to a related entity or the successor of all or substantially all of the assignor's business or assets to which this Agreement relates. There are no thirdpart beneficiaries to this Agreement.

Neither Party may assign this Agreement without the prior written consent of the other Party, not to be unreasonably conditioned, withheld or delayed except that: Customer may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries, or (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, provided that any assignment by Customer pursuant to this exception is subject to the following conditions: (i) the proposed assignee satisfies TWTC's credit and deposit standards; (ii) Customer has fully paid for all Services through the date of assignment; and (iii) the proposed assignee sares in writing to be bound by all provisions of this Agreement.

## PATENT REEL: 030407 FRAME: 0714

# Assignable- Yes.

#### Business Licenses

Assignable/Consent Required Assignable-Yes. Consent not required.

Barracuda ( E-mail Spam Filter)

Microsoft - (Operating System and Office System for Assignable - Yes. Servers and Computers) Consent not required.

System Mechanic-(PC Health Tool Software) Trihedral - SCADA (Supervisory Control and Data Acquisition) software control system.

K aspersky V Mware

Worldox -(Legal Document Management System)

Assignable-Yes. Consent required. Assignable - Yes. Consent Required. Assignable - Yes.

#### Assignable - Yes. Assignable - Yes. Consent not required.

Assignment Provision Send cover letter and formal documentation to customer service i.e. Bill of Sale or Acquisition documents with information containing serial numbers to be transferred. Customer can transfer Licenses to an Affiliate and to third parties in connection with a merger or transfer of ownership of its enterprise - Customer only needs to provide notice to Microsoft. Transferee must agree to be bound by applicable terms. License transfers must be permanent. Software Assurance cannot be transferred; all versions of upgrades must be transferred together; operating system Licenses must stay with the computer system on which they were first installed No assignment language in contract.

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Trihedral's consent required.

Must provide notice to the vendor of new company information Can be assigned via online request. Notice to vendor of transfer required.

## Domain Names

## Registered with Go Daddy

## Assignment Provision

Petroalgae.com and Parabel.com

New entity would need to set up an account with GoDaddy. Once that has been completed, current administrator can request a transfer of the domain name to the new entity which should be completed in 2-4 hours.

#### Lasse Agreements

Contract Assignable/Consent Required? Expiration Date One Harbor Place Lease -1/31/2014 Assignable-Yes. Consent Hot required. Melbourne, FL

I. Purtuant to Socium 8.1, Tenant may transfer all or part of its interest in this Lease or all or part of the Premises ("Permitted Transfer" to the following types of entities (a "Permitted Transferce") without the written consent of Landlord (e) any corporation, limited partnership, limited liability partnership, limited liability company or other business entity sequiring all or subtainially all of Tenant's asteur, so long as Tenant's obligations hereunder are assumed by the entity surviving such merger or created by such consolidation. Tenans isall promptly notify Landlord of any such Permitted Transfer

# Lim Loy Chin (Singapore Apartment)

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7/8/2014

#### No assignment language in constact.

#### China Short Form Agreements

#### Assignment Provision

No assignment lanuage referenced in contract No assignment lanuage referenced in contract

No assignment lanuage referenced in contract No assignment lanuage referenced in contract No assignment lanuage referenced in contract No assignment lanuage referenced in contract No assignment lanuage referenced in contract

Vendor of Air Compressor-Fusheng Vendor of Pump - Fujian Wolong

Vendor of Pump -Scepex Pumps (Shanghai Co., Ltd.

Vendor of Screw Press - Fujian Yidelong

Vendor of Decanter - Xiangshan Haishen

Vendor of Tanks & Vacuum Belt Filter - Jinhao Sanyang

Vendor of Tanks & Vacuum Belt Filter - Jinhao Sanyang Environmental Co. Ltd.

Vendor of Dryer - Jinling Dryer

Vendor of Boilder - Taihu

Vendor of Clarifier - Yixing Jielong

Agreement between Henan Taihang Vibrating Machinery Co., Ltd.

# Fixed Assets

Description	Asset ID
POND 1 RETROFIT/w PADDLEWHEELS	PA-1545-1
Exterior Fence for Fellsmere Sit	PA-1423-1
3rd floor boardroom a/c unit	PA-1587-1
6th FLOOR LOBBY REMODELING	PA-1559-1
Guard House	PA-1337-1
METAL CARGO CONTAINER	PA-1546-1
4 WALL CUBICLE	PA-1535-1
14W X 16L Fellsmere shed for dem	PA-1059-1
20 Foot Storage container	PA-1175-1
SANITARY HEATER	PA-1542-1
Landscape Depot (Car Port)	PA-1033-3
20 Ft. Storage Container	PA-1390-1
20 Ft. Storage Container	PA-1391-1
20 Foot Storage Container	PA-1392-1
Landscape Depot (2 Sheds)	PA-1033-1
MONO SLOPE ROOF	PA-1558-1
Landscape Depot (Car Port - Ship	PA-1033-2
POND 2 RETROFIT/w PADDLEWHEELS	PA-1533-1
Greenhouse	PA-1145-1
Water Pilot Test plant	PA-1141-1
Septic System	PA-1205-1
Viewing Platform	PA-1355-1
Sump Tank	PA-1222-1
Sump and drain piping	PA-1319-1
Aluminum Cover for Harvest Area	PA-1238-1
Pump Hose Shed	PA-1296-1
Concete Slab Water pilot test pl	PA-1141-2
Automatic Gate Opener w/ Keypad	PA-1120-1
Sentry Open Air System	PA-1384-1
Centrifuge	PA-1005-1
Chemstation Software/Network	PA-1006-1
Analylical Balance	PA-1009-1
Ductless Fume Hood	PA-1011-1
LARK 12' X 24" Lumberjack A/S	PA-1012-1
Air Dryer O-Zone Generator	PA-1023-1
Automatic Cellometer Reader	PA-1025-1
Southern Photo - Digital Camera	PA-1028-1
HP Notebook 6510B T7100 1.8G 1GB	PA-1043-1
EPP CENTRIFUG 5415 D W/ RTR 115V	PA-1049-1

Description
Auomatic Cellometer Reader M10 S
Olympus BX51 Micorscope
5 Ft. Horizontal Laminar Clean B
3.3 Megapixel Camera W/ Ricon &
Biodirect Rotary Evaporator
Sweetwater Blower 2-12 HP, Singl
Ricoh Digital Copying System
2 X 24" Roller Mil
Fisher Scientific Balance
HP Notebook SBY PC2-5300-MEMMOD
Viscometer w/ digital display
Dell Latitude D630 LapTop
Dell Latitude D630 LapTop
Halogen Analyzer
Spectrometer W/ UV Probe Softwar
Portable Spectrometer
Centrifuge Basket
Dell OptiPlex 755 Desktop
Dell Latitude D630 LapTop
Dell OptiPlex 755 Desktop
Conference Room Projector
Dell Latitude D630 LapTop
Dell Latitude D630 Lap Top
Dell Latitude D630 LapTop
Dell Latitude D630 LapTop
Leer Outside Ice merchandiser
30' SWECO screener
15 Gallon Counter Top Distiallat
Micro-Mill grinder w/ hard blade
Workorderama
Digital Dispensing Drive & Pump
Speed Reducer
Speed Reducer
Stainless Steel Vacume Tank
3Com 4500G 48-Port Switch
3Com 4500G 24-Port Switch
Smartups XL 3000VA

Asset ID PA-1052-1 PA-1058-1 PA-1069-1 PA-1071-1 PA-1072-1 PA-1073-1 PA-1098-1 PA-1107-1 PA-1108-1 PA-1114-1 PA-1135-1 PA-1138-1 PA-1139-1 PA-1142-1 PA-1150-1 PA-1151-1 PA-1153-1 PA-1156-1 PA-1159-1 PA-1160-1 PA-1161-1 PA-1163-1 PA-1168-1 PA-1169-1 PA-1171-1 PA-1174-1 PA-1176-1 PA-1181-1 PA-1183-1 PA-1184-1 PA-1185-1 PA-1186-1 PA-1187-1 PA-1195-1 PA-1196-1 PA-1197-1 PA-1198-1 PA-1199-1 PA-1200-1 PA-1201-1 PA-1202-1

Description	Asset ID
Dell Latitude D630 LapTop	PA-1203-1
Squared Lined Panel Board Enclos	PA-1206-1
Dell Latitude D630 LapTop	PA-1207-1
Dell OptiPlex 755 Desktop	PA-1209-1
Raceway Liners	PA-1210-1
Cell Belt Filter Model 50	PA-1211-1
Latitude D630 LapTop	PA-1213-1
AutoClave Model HVA-85	PA-1214-1
8 port LC Fiber modules	PA-1216-1
Rotovac and chiller	PA-1217-1
Additional Chiller	PA-1217-2
Mixer Blades Chiller	PA-1217-3
Analog Bench Scale	PA-1218-1
Leer outside Ice merchandiser	PA-1228-1
RTE-7D1 Refrigerated Bath	PA-1230-1
Dell Optiplex 760	PA-1231-1
AutoDesk Inventor Pro	PA-1233-1
Power Edge Server	PA-1234-1
Checkpoint Security Applicance	PA-1236-1
Net Extender	PA-1237-1
Deck Lid w/ Opening	PA-1239-1
Vacuum Pump w/ Condenser	PA-1244-1
Walk-in Fume hood w/ blower	PA-1245-1
Belt Filter w/ squeegee	PA-1246-1
DC Motor for spray dryer	PA-1247-1
SCADA license, upgrades, & devel	PA-1250-1
SCADA Weather Station	PA-1251-1
Crystal Reports Licenses	PA-1252-1
Sorvall Referated Centrifuge	PA-1254-1
Anhydro Spray Dryer	PA-1255-1
SM SPRAY DRYER REFURBISHMENT	PA-1255-1-1
Raceway Liner Fab Sumps and inst	PA-1256-1
Extrusion Welder	PA-1257-1
12 Workstations (3rd Floor)	PA-1258-1
Dell OptiPlex 760 Desktop PC	PA-1262-1
DII OptiPlex 760 Desktop PC	PA-1263-1
Marley Aqua Colling Tower	PA-1264-1
Lauda Proline Heating Circulator	PA-1267-1
Olympus Inverted Micro-Scope	PA-1268-1
Recirculating Chiller	PA-1269-1
Quad Core Xeon Server	PA-1270-1

i.

Description Asset ID Dell Latitude E6400 PA-1272-1 Dell Latitude E6400 PA-1274-1 Axis Dome Camera w/ housing PA-1281-1 Toxgard PA-1282-1 OC4 Oxygen Concentrator PA-1283-1 **50L Reaction Assy** PA-1284-1 Quad Core Xeon Server PA-1285-1 310 GL Rect Fish Rearing Trough PA-1287-1 Napco Vacuum Oven PA-1288-1 Golf Cart PA-1294-1 Screw Hopper PA-1295-1 Sony Bravia 37'LCD TV PA-1300-1 Sony Bravia 37' LCD TV PA-1301-1 **Dell Precision M6400** PA-1306-1 Crude Fiber Extractor PA-1309-1 4 7-Foot Concrete Poles PA-1310-1 300 Gallon Lift Station PA-1311-1 Refurbished Centrifuge w/ upgrad PA-1313-1 Centrifuge upgrades Alpha Lava PA-1313-2 N12 Desktop Console PA-1313-3 Toshiba Flat Screen LCD TV PA-1315-1 Samsung Flat Screen LCD TV PA-1316-1 30 Mil Smooth Linear and welding PA-1317-1 10 Ton TempTek Chiller PA-1318-1 Air Compressor PA-1320-1 Hammer Knife Mill Ladder PA-1322-2 Hammer Knife Mill Ladder PA-1322-3 SQL User License PA-1323-1 Storage Hopper PA-1324-1 Fume Hood PA-1326-1 Pasteurizer PA-1327-1 PASTUERIZER UNIT/HEAT PRECIPITAT PA-1327-1-1 Dell Latitude E4200 PA-1329-1 Dell Latitude E4200 PA-1330-1 Dell Latitude E4200 PA-1331-1 Dell Latitude E4200 PA-1332-1 Dell Latitude E6400 PA-1335-1 Canon Realis SX800 Projector PA-1336-1 Golf Cart PA-1338-1 Leer outside lee merchandiser PA-1343-1 600 L Closed Top Tank PA-1344-1

## Tri Clover Centrifugal 60 Gallon Feldmeier Centrifugal Pump Dell Latitude E6400 HP Color LaserJet Gorman Rupp Pump Ass

Description

Gorman Rupp Pump Assay 5.7GHz Access Point Fellsmere Wayfinding Sign Royal Series Temp Controller Dell Optiplex 760 Dell Latitude E6400 Dell Latitude E6400 Dell Latitude E6400 Dell Latitude E6400 600 L Closed Top Tank Bladder Tank PARR 6400 Calorimeter **Explosion Proof Solvent Recycler** Flag Poles Volumetric Filling Machine Skid Mounted Pump-Pcer Horz Cent Pump Dell Latitude E6400 BH421 Copier G&H Rotary Lobe Pump Muffle Furnace Toshiba Satellite L355 Hydrogen Generator Speed Dome Network Camera Omni Select Halogen Analyzer Omni Select Halogen Analyzer TruSpec Nitrogen/Protein Determi **Tecator Digestor** 2006 EZGO TXT - Champagne Lumen DLP Projector Dell Precision T-7500 Workstatio Power Vault Autoloader Portable Rotator Variable Speed Winch & Reel with tether for Bal NF500 XEON E5410 Processor Backu Equipment for Nebutel Migration

Asset ID PA-1346-1 PA-1347-1 PA-1348-1 PA-1349-1 PA-1350-1 PA-1351-1 PA-1352-1 PA-1353-1 PA-1359-1 PA-1363-1 PA-1371-1 PA-1374-1 PA-1376-1 PA-1379-1 PA-1382-1 PA-1383-1 PA-1385-1 PA-1386-1 PA-1388-1 PA-1389-1 PA-1395-1 PA-1397-1 PA-1398-1 PA-1403-1 PA-1404-1 PA-1407-1 PA-1408-1 PA-1410-1 PA-1411-1 PA-1416-1 PA-1417-1 PA-1418-1 PA-1425-1 PA-1427-1 PA-1428-1 PA-1433-1 PA-1434-1 PA-1436-1 PA-1438-1

PA-1439-1

PA-1440-1

Description	A seat ID
Description Security System for Followers Si	Asset ID PA-1441-1
Security System for Fellsmere Si	PA-1441-1 PA-1442-1
Portable Spetrometer w/ digital Dell PowerEdge Server	PA-1442-1 PA-1443-1
Dell PowerEdge Server	PA-1443-1 PA-1444-1
Mixer Tank 3/4 HP	PA-1445-1
Omni Select Halogen Analyzer	PA-1446-1
SG Pump System Not invoiced	PA-1448-1
Server for Sharepoint	PA-1448-1 PA-1450-1
Server for Sharepoint	PA-1450-2
Nikon D300 HD Video Camera	PA-1451-1
Viscometer VS-10	PA-1452-1
Phase Converter	PA-1452-1 PA-1453-1
Floor Scales	PA-1453-1 PA-1454-1
Wood Mold Tank Modification	PA-1456-1
Sharepoint Server License	PA-1457-1
Grainovator Trailer	PA-1458-1
Pellet Mill	PA-1459-1
Dell Optiplex 380	PA-1460-1
Dell Optiplex 380	PA-1461-1
Dell Optiplex 380	PA-1462-1
Dell Optiplex 380	PA-1463-1
Dell Optiplex 380	PA-1464-1
Vaccum Oven	PA-1465-1
Vaccum Oven	PA-1465-2
Image Server	PA-1466-1
Touchsmart Laptop	PA-1467-1
Harvest Station Scale	PA-1468-1
Ribbon Blender	PA-1470-1
DI Mixed bed for RO water system	PA-1471-1
Ball Mill	PA-1472-1
Used CP Environmental Dust Colle	PA-1476-1
Acrison Screw Feeder	PA-1477-1
Mueller Reactor, 430 Gallons	PA-1478-1
POWER EDGE R410 CHASSIS SERVER	PA-1481-1
Power Edge R310 Chassis Server	PA-1482-1
4 IN JOHNSON RX ROTARY UNION	PA-1484-1
STEEL BALL MILL OUTLET & INLET	PA-1485-1
150PSI TANK MOUNTED AIR COMPRESS	PA-1486-1
CHERRY BURRELL KETTLE PROCESSOR	PA-1487-1
WILL FLOW PADDLE BLENDER	PA-1488-1
ACCESS CONTROL SYSTEM & PRINTER	PA-1490-1

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Description	Asset ID
TANKLESS HOT WATER SYSTEM & INST	PA-1491-1
TRONIX SS FLOOR SCALE INDICATOR	PA-1493-1
PORT MANAGED SWITCH	PA1494-1
USED SCREW CONVEYOR SS	PA1495-1
STEAM GENERATOR MODEL	PA1496-1
VACUUMN OVEN	PA1497-1
SHAKER	PA-1498-1
Inventory Control Enterprise	PA-1499-1
12 in Touch Panel & Accessories	PA-1500-1
Magnetic Flow Transmitter	PA-1501-1
Magnetic Flow Transmitter	PA-1502-1
OPTIPLEX 380 MINITOWER BASE COMP	PA-1504-1
OPTIPLEX 380 MINITOWER BASE COMP	PA-1505-1
SURFACE AERATOR	PA-1506-1
WEIGH BAR SCALE	PA-1510-1
WEIGH BAR SCALE	PA-1511-1
WEIGH BAR SCALE	PA-1512-1
WEIGH BAR SCALE	PA-1513-1
WEIGH BAR SCALE	PA-1514-1
WEIGH BAR SCALE	PA-1515-1
WEIGH BAR SCALE	PA-1516-1
WEIGH BAR SCALE	PA-1517-1
DIGITAL INDICATOR	PA-1518-1
DIGITAL INDICATOR	PA-1519-1
COMPUTER-LATITUDE E4310 FAST TRA	PA-1520-1
COMPUTER-LATITUDE E6410 FAST TRA	PA-1521-1
COMPUTER-LATITUDE E6410 FAST TRA	PA-1523-1
SKID MOUNTED FILTRATION SYSTEM	PA-1524-1
HORIZONTAL BAND SAW 3/4 HP 4 SPD	PA-1525-1
LATITUDE E4200 INTEL CORE	PA-1526-1
CENTRAL DUST COLLECTOR	PA-1528-1
13" MACBOOK & ACCESSORIES	PA-1529-1
AUTO LAB SYSTEM/AMMONIA ANALYZER	PA-1531-1
STAINLESS STEEL TANKS	PA-1532-1
BIZHUB C452 COLOR COPIER	PA-1536-1
SERVER-POWER EDGE R510	PA-1537-1
SERVER - POWER EDGE R510	PA-1538-1
SERVER - POWER EDGE R510	PA-1539-1
SERVER - POWER EDGE R310 CHASSIS	PA-1540-1
SERVER - POWER EDGE R410 CHASSIS	PA-1541-1
KASON SS FLUID BED DRYER/SCREEN	PA-1543-1

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Description	Asset ID
TELEPHONE SYSTEM	PA-1544-1
MAGNETIC FLOW TRANSMITTER	PA-1547-1
HURST BOILER STEAM SYSTEM	PA-1548-1
MILLER DYNASTY 350 TIGRunner WEL	PA-1549-1
AC UNIT FOR CONTAINER PROJECT	PA-1550-1
SPEED REDUCER	PA-1551-1
DUMPING HOPPER w/ 4" CASTERS	PA-1552-1
ROTARY SIFTER	PA-1553-1
120 Gal SS VERTICAL JACKETED TAN	PA-1554-1
WASHDOWN CONVEYOR	PA-1555-1
SONICWALL NSA 2400	PA-1556-1
Dell Latitude E6520	PA-1560-1
Dell Base, Notebook, Latitude E6	PA-1561-1
Dell, Base, Notebook, Latitude E	PA-1563-1
Dell, Base, Notebook Latitude E6	PA-1564-1
Dell, Base, Notebook Latitude E6	PA-1565-1
Dell, Base, Notebook Latitude E6	PA-1566-1
Base, Server, PER310 & Ready Rai	PA-1567-1
Wins Speed Reducer	PA-1569-1
Precision Balance w/Draft Shield	PA-1571-1
Dell PowerEdge R410 Server-C8PKX	PA-1572-1
Dell PowerEdge R410 Server-C8PFX	PA-1573-1
Dell PowerEdge R410 Server-C8PMX	PA-1574-1
Davis Vantage Pro2 Weather Stati	PA-1575-1
Booster Pump 5stage, 1.5HP, 1PH Ar	PA-1576-1
Incline Conveyor 17"x158" Yanagi	PA-1577-1
Dell Latitude E6320	PA-1583-1
1/2 YD Stainless Hopper	PA-1584-1
Moyno 2000 Series Model 2F022G3M	PA-1585-1
Motor 1/2 HP 460 V 3 phase, 60 c	PA-1586-1
Dell Latitude E6320	PA-1588-1
Dell Latitude E6320	PA-1589-1
Dell Latitude E6320	PA-1590-1
Dell Latitude E6320	PA-1591-1
Colriolis Flowmeter Model	PA-1592-1
Later drawers, 72" doored hutch,	PA-1593-1
Oxygen Concentrator	PA-1596-1
Roll Cart	PA-1597-1
Grey Line Laser Sensor	PA-1598-1
Freight for Grey Line Laser Sens	PA-1598-2
Vibrator for fluid bed	PA-1599-1

Description	Asset ID
Dell Latitude E6320	PA-1600-1
Dell Latitude E6320	PA-1601-1
Windows/MS software bundle	PA-1602-1
Dell Latitude E6420	PA-1603-1
Dell Latitude E6420	PA-1604-1
Dell Latitude E6420	PA-1605-1
Dell Latitude E6320 Notebook	PA-1606-1
Armstrong Series VMS Atlantic Pu	PA-1607-1
Sumitomo Gearbox	PA-1608-1
Speck Pump/Motor	PA-1609-1
In Touch Panel Color TFT	PA-1610-1
Cows & Seagulls Paintings	PA-1611-1
Dell Latitude E6420	PA-1612-1
Dell Latitude E6420	PA-1613-1
Shear Mill	PA-1614-1
High Shear Mixer	PA-1615-1
Dell Latitude E6420	PA-1616-1
Dell Latitude E6420	PA-1617-1
High Speed Dispax Reactor	PA-1619-1
Tachometer / Vibration Meter	PA-1620-1
Weigh Tronix Scale	PA-1621-1
Vortex shedding mass flowmeter	PA-1622-1
Dell Latitude E6420	PA-1623-1
Dry Vac Pump - Fisher Scientific	PA-1624-1
Optimass 7300C mass flowmeter	PA-1625-1
50 HP Motor	PA-1626-1
Weather Station	PA-1627-1
Dell Latitutde E6420	PA-1628-1
St. Patricks of Texas TC Conc Re	PA-1629-1
IKA Works Rotor and Stator	PA-1630-1
Grainger Centrifugal Trash Pump	PA-1631-1
Grainger Pump Sewage	PA-1632-1
Dell Latitude E6320	PA-1633-1
Dell Latitude E6320	PA-1634-1
Dell Latitude E6320	PA-1635-1
Dell Latitude E6320	PA-1636-1
Dell Latitude E6320	PA-1637-1
Dell Latitude E6320	PA-1638-1
Truspec PC Tower	PA-1639-1
Optiplex 390 Minitower	PA-1640-1
Laptop	PA-1641-1

#### Description Asset ID IKA Works drive shaft 2000 PA-1642-1 Best Process Equipment Processor PA-1643-1 Motion Industries Inline Gear Re PA-1644-1 DoorKing Entry System PA-1645-1 AOK Barracuda Backup PA-1646-1 Pressure Washer PA-1647-1 Fabricate One Alum Sensor Enclos PA-1648-1 Rotor and Stator PA-1649-1 **DHJ** Pump PA-1650-1 Dell Optiplex 390 Minitower PA-1651-1 Dell Optiplex 390 Minitower PA-1652-1 Dell Optiplex 390 Minitower PA-1653-1 Dell Optiplex 390 Minitower PA-1654-1 Dell Poweredge 1850 Accounting S XL-1411-1 Dell Precision 380 Workstation XL-1435-1 C351 Minolta Color Copier XL-1446-1 **Dell Precision 390** XL-1449-1 Barracuda Spam Fire Wall XL-1462-1 Dell Latitude 420 XL-1475-1 Dell 2400MP DLP Projector XL-1482-1 Dell D630 XL-1491-1 Dell Latitude D630 XL-1501-1 Dell Latitude D630 XL-1509-1 Dell OptiPlex 755 Desktop XL-1516-1 Dell OptiPlex 755 Desktop XL-1518-1

# Patents

Jurisdiction	Title	Application No.	Filing Date
Taiwan	Tubular microbial growth system	096134247	13-Sep-2007
United States of America	Tubular microbial growth system	12/441,115	10-Dec-2009
Australia	Cultivation, harvesting and processing of floating aquatic species with high growth rates	2010239324	20-Apr-2010
Brazil	Cultivation, harvesting and processing of floating aquatic species with high growth rates	PH015000-5	20-Apr-2010
China (People's Republic)	Cultivation, harvesting and processing of floating aquatic species with high growth rates	201080023569 X	20-Apr-2010
Hong Kung	Cultivation, harvesting and processing of floating aquatic species with high growth rates	12111230.3	07-Nov-2012
Indonesia	Cultivation, harvesting and processing of floating aquatic species with high growth rates	WO0201104229	20-Apr-2010
India	Cultivation, harvesting and processing of floating aquatic species with high growth rates	8948/DELNP/2011	20-Apr-2010
Mexico	Cultivation, harvesting and processing of floating aquatic species with high growth rates	MX/p/2011/010995	20-Apr-2010
Malaysia	Cultivation, harvesting and processing of floating aquatic species with high growth rates	PI 2011005000	20-Apr-2010
Philippines	Cultivation, harvesting and processing of floating aquatic species with high growth rates	1-2011-502130	20-Apr-2011
Thailand	Cultivation, harvesting and processing of floating aquatic species with high growth rates	1101002748	20-Apt-2010
United States of America	Cultivation, harvesting and processing of floating aquatic species with high growth rates	13/265,525	06-Feb-2012
Viet Nam	Cultivation, harvesting and processing of floating aquatic species with high growth rates	1-2011-03143	20-Apr-2010
Australia	Vegetation indices for measuring multilayer microcrop density and growth	2010259848	11-Jun-2010
Brazil	Vegetation indices for measuring multilayer microcrop density and growth	P11010727-4	11-Jun-2010
China (People's Republic)	Vegetation indices for measuring multilayer microcrop density and growth	201080033287.8	11-Jun-2010
Indonesia	Vegetation indices for measuring multilayer microcrop density and growth	W00201200113	11-Jun-2010
India	Vegetation indices for measuring multilayer microcrop density and growth	237/DELNP/2012	11-Jun-2010
Mexico	Vegetation indices for measuring multilayer microcrop density and growth	MX/a/2011/013334	11-Jun-2010
Malaysia	Vegetation indices for measuring multilayer microcrop density and growth	- PI 2011005936	11-Jun-2010
Philippines	Vegetation indices for measuring multilayer microcrop density and growth	1-2011-502566	11-Jun-2010
Thailand	Vegetation indices for measuring multilayer microcrop density and growth	1101003602	11-Jun-2010
United States of America	Vegetation indices for measuring multilayer microcrop density and growth	13/377,375	06-Mar-2012
Viet Nam	Vegetation indices for measuring multilayer microcrop density and growth	1-2012-00082	11-Jun-2010
United Arab Emirates	Method and system for processing of aquatic species	948/2012	17-Mar-2011
African Regional Industrial Property Organization	Method and system for processing of aquatic species	AP/P/2012/006477	17-Mar-2011
Australia	Method and system for processing of aquatic species	2011227145	17-Mar-2011
Brazil	Method and system for processing of aquatic species	BR112012023444-7	17-Mar-2011
Canada	Method and system for processing of aquatic species	2,793,512	17-Mar-2011
Chile	Method and system for processing of aquatic species	2563-2012	17-Mar-2011

China (People's Republic)

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Colombia
Dominican Republic
Ecuador
Egypt
European Patent Convention Indonesia
Israel
India
Japan
Korea, Republic of
Sri Lanka
Morocco
Mexico
Malaysia
Nigeria
African Union Territories
Peru
Philippines
Russian Federation
Singapore
Thailand
United States of America
Viet Nam
South Africa
Korea, Republic of

Method and system for processing of aquatic species Method of ash removal from a biomass

Method of ash removal from a biomass

TBD 17-Mar-2011 12182837 17-Mar-2011 2012-0247 17-Mar-2011 SP-12-12256 17-Mar-2011 PCT/NA2012001578 17-Mar-2011 11757038.2 17-Mar-2011 W002012 04170 17-Mar-2011 221933 17-Mar-2011 8902/DELNP/2012 17-Mar-2011 TBD 17-Mar-2011 10-2012-7023545 07-Sep-2012 LK/P/1/16855 17-Mar-2011 35311 17-Mar-2011 MX/a/2012/010616 17-Mar-2011 PI 2012004076 17-Mar-2011 NG/C/2012/542 17-May-2011 TDB 17-Mar-2011 001563-2012 17-Mar-2011 1-2012-501845 17-Mar-2011 2012144027 17-Mar-2011 201206821-9 17-Mar-2011 1201004782 17-Mar-2011 13/050,931 17-Mar-2011 1-2012-03065 17-Mar-2011 2012/07745 17-Mar-2011 10-2012-7023364 06-Sep-2012 13/157,293 09-Jun-2011

## Trademarks and Associated Trademark Applications

Jurisdiction	Mark	Serial No.
United States (Federal)	MC-SELECT	85/653077
United States (Federal)	PARABEL	85/538730

## Exhibit A-2

## Excluded Rights

9

The land at Fellsmere, Florida, the address of which is 14655 101st Street, Fellsmere, FL 32948.

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## Exhibit B

## LIABILITIES

(See attached)

NY01\RagID\1656793.11

10

#### Employment Agreements

Employment Agreement, dated as of May 17, 2012, by and among Parabel Inc. (the "Company"), PA LLC, the Company's sole operating subsidiary, and Syed Naqvi.

Employment Agreement, dated as of July 6, 2011, by and among Parabel Inc. (f/k/a PetroAlgae Inc.) (the "Company"), PA LLC, the Company's sole operating subsidiary, and Peter Sherlock.

Employment Agreement, dated as of June 15, 2011, by and among Parabel Inc. (f/k/a PetroAlgae Inc.) (the "Company"), PA LLC, the Company's sole operating subsidiary, and Anthony John Phipps Tiarks.

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## Adjusted Balance Sheet Items<sup>2</sup>

Accrued Accounts Payable	\$267,634
Accrued Bonus	\$300,000
Accrued Purchase Orders	\$4,811
Accrued Payroll	\$85,433
Accrued Vacations	\$193,185
Accounts Payable	\$496,571
Accrued Fees	\$600,000

(As of December 31, 2012)

The "Liabilities" shall include all liabilities in respect of each contract, right or privilege assigned to Cayman Subsidiary as Rights but only to the extent that such liabilities thereunder are required to be performed after the Closing Date.

<sup>2</sup> These balance sheet items are as of December 31, 2012. Within ten (10) business days of the Closing, the LLC shall deliver to the Cayman Subsidiary an updated list of these balance sheet items that shall be as of the date of the Closing.

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Exhibit C

## FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

(See attached)

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PATENT REEL: 030407 FRAME: 0736

13
#### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement"), effective as of December \_\_, 2012 (the "Effective Date"), is by and between PA LLC, a Delaware limited liability company ("Assignor"), and Parabel Ltd., a company under the law of the Cayman Islands and a wholly-owned subsidiary of Assignor ("Assignee").

WHEREAS, Assignor and Assignee have entered into a certain Asset Transfer Agreement dated as of December \_\_, 2012 (the "Asset Transfer Agreement"), pursuant to which, among other things, Assignor has agreed to assign all of its rights, title and interests in, and Assignee has agreed to assume all of Assignor's duties and obligations under, the assigned contracts set forth on <u>Schedule 1</u> attached hereto (the "Assigned Contracts").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Definitions</u>. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Asset Transfer Agreement.

2. <u>Assignment and Assumption</u>. Assignor hereby assigns, grants, conveys and transfers to Assignee all of Assignor's right, title and interest in and to the Assigned Contracts. Assignee hereby accepts such assignment and assumes all of Assignor's duties and obligations under the Assigned Contracts and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Assigned Contracts accruing on and after the Effective Date.

3. <u>Terms of the Asset Transfer Agreement</u>. The terms of the Asset Transfer Agreement relating to the Assigned Contracts are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Transfer Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Transfer Agreement and the terms hereof, the terms of the Asset Transfer Agreement shall govern.

4. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other

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jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6. <u>Further Assurances</u>. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

#### [SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

PA LLC

By\_\_\_

Name: Title:

PARABEL LTD.

By\_\_\_

Name: Anthony Tiarks Title: Chairman

[Signature Page to Assignment and Assumption Agreement]

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### PATENT REEL: 030407 FRAME: 0739

3

# Schedule 1

# Assigned Contracts

(See attached)

NY01\RagID\1680976.3

#### Customer License Agreements

#### 15. ASSIGNMENT.

#### 松让.

This Agreement (or any rights, interests, or obligations set forth hereunder) shall not be assignable by either Party (or transferred by operation of law) without the prior writen consent of the other Party, which will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Parties agree that at any time, PA or Licensee may assign its rights and obligations to any of their Affiliates, provided, however, that PA or Licensee will still be bound by the obligations set forth in this Agreement until its expiration or prior termination.

#### 20. ASSIGNMENT,

This Agreement (or any rights, interests, or obligations set forth hereunder) shall not

be assignable by either Party (or transferred by operation of law) without the prior written consent of the other Party, which will not be unreasonably withheld, conditioned or delayed. Norwithstanding the foregoing, the Parties agree that at any time. PA may assign its rights and obligations to any Affiliate of PA or in the event of a change in majority control of the stock of PA or sale of substantially all of PA's assets.

#### 19. ASSIGNMENT.

This Agreement (or any rights; interests, or obligations set forth hereunder) shall not be assignable by either Party (or transferred by operation of law) without the prior written consent of the other Party, which will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Parties agree that at any time, PA may assign its rights and obligations to any Affiliate of PA or in the event of a change in majority control of the stock of PA or sale of substantially all of PA's assets.

Master Framework Agreement by and between China Energy Conservation and Environment Protection Group ("CECEP")---Chongquing Industry Co., Ltd. and PA LLC dated April 18, 2012.

License Agreement by and between Lemna Asia SDN BHD and PA LLC dated May 29, 2012.

License agreement by and between FertiGreen S.A. (a subsidiary of Probac S.A.), and PA LLC dated August 3, 2012

#### Contract

Reijing Foreign Enterprise Human Resources Service Co. Ltd. (FESCO - China Payroll and Benefits Provider)

# Service Contracts Assignable/Consent Required signable - Yes. Consent not Lit Tra-

Consent

Assignable - Yes. Required Assignment Provision

4.11 The performance of this Contract shall not be affected by the change in matters of Party A such as name, legal representative, principals or investors, In case of occurrence of circumstances such as Party A's merger or division during the term hereof, this Contract shall remain valid and continue to be performed by the unit succeeding to Party A's rights and obligations.

Article 17 Matters not covered in this Contract shall, where there are relevant provisions in

the laws, regulations, rules of the State or local government, be carried out in accordance with the corresponding provisions or subject to both Panies' separate consultations.

De Lage Landen Financial Services, Inc. (Fellsmere Assignable - Yes. Forklift Lease Exp. August, 2013) Required

5. ASSIGNMENT: YOU agree not to transfer, sell, sublease, assign, pledge or encumber either the EQUIPMENT or any rights under this Lease without QUR prior written consent. YOU agree that WE may sell, assign or transfer this Lease and if WE do, the new owner will have the same rights and benefits that WE now have and the rights of the new owner will not be subjected to any claims, dofenses, or setoffs that YOU may have against US or any supplier ("Supplier") of the Equipment.

#### ADP TotalSource (Payroll & Benefits Provider)

#### AT&T Wireless - Cellular Phones

Manufacturers Lease Plan (Fellsmere - Water -Purification System Expired June, 2013)

Netsuite (Enterprise Resource Planning System)

RDG Filings (Edgar Conversion and Filing Service

Computershare (Stock Registry Agent)

TW Telecom - (Internet and Landline Phones)

Vendor Contracts Assignable/Consent Required Assignable - Yes. Consent Required.

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Assignment Provision

Section 11 - Neither party may assign its rights of obligations under this Agreement without the prior written consent of the other party. If Client merges with another entity, is acquired by another company, or undergoes a change of ownership or control, such action shall constitute an assignment and Client shall provide prior notice to TotalSource. In such case, TotalSource may terminate this Agreement or may continue providing Services pursuant to this Agreement. In its determination of whether to continue providing Services, TotalSource may require the new entitles to undergo an evaluation process, including but not limted to, creditworthiness. If TotalSource decides to continue to provide its Services to Client under the new corporate structure of Client, TotalSource may require the new entity to sign a new Client Services Agreement and/or guarantee payment to TotalSource.

Letter from Parbael releasing contract to Newco.

18. <u>ASSIGNMENT</u>. LESSOR MAY ASSIGN OR TRANSFER THE LEASE OR LESSOR'S INTEREST IN THE EQUIPMENT WITHOUT NOTICE TO LESSEE. Any assignee of Lessor shall have all of the rights, but none of the obligations, of Lessor under the Lease and Lessee agrees that it will not assert against any assignee of Lessor any defense, counterclaim or offset that Lessee may have against Lessor. Lessee agrees that Lessor may assign or transfer this Lease or Lessor's interest in the Equipment even if said assignment or transfer could be deemed to materially alfect the interests of Lessee. LESSEE SHALL NOT ASSIGN, HYPOTHECATE OR IN ANY WAY DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF ITE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

13. General Provisions. This Agreement shall insure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other, except to a related entity or the successor of all or substantially all of the assignor's business or assets to which this Agreement relates. There are no thirdpart beneficiaries to this Agreement.

Neither Party may assign this Agreement without the µior written consent of the other Party, not to be unreasonably conditioned, withheld or delayed except that: Customer may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries, or (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, provided that any assignment by Customer pursuant to this exception is subject to the following conditions: (i) the proposed assignee satisfies TWTC's credit and deposit standards; (ii) Customer has fully paid for all Services through the date of assignment; and (iii) the proposed assignee agrees in writing to be bound by all provisions of this Agreement.

### PATENT REEL: 030407 FRAME: 0743

) Consent required.

Assignable- Yes. Consent Not required.

Assignable-Yes.

Assignable - Yes.

Consent not required.

Assignable-Yes. Consent required.

Assignable-Yes. Consent required.

Assignable - Yes. Consent Required.

#### Business Licenses Assignable/Consent Required

Barracuda ( E-mail Spam Filter)

Assignable-Yes. Consent not required.

Microsoft - (Operating System and Office System for Assignable - Yes. Servers and Computers)

Consent not required.

System Mechanic-(PC Health Tool Software)

Trihedral - SCADA (Supervisory Control and Data Acquisition) software control system. Kaspersky

VMware

Worldox -(Legal Document Management System)

Assignable-Yes. Consent required. Assignable - Yes. Consent Required. Assignable - Yes.

Assignable - Yes. Assignable -Yes, Consent not required.

**Assignment Provision** Send cover letter and formal documentation to customer service i.e. Bill of Sale or Acquisition documents with information containing serial numbers to be transferred. Customer can transfer Licenses to an Affiliate and to third parties in connection with a merger or transfer of ownership of its enterprise - Customer only needs to provide notice to Microsoft. Transferee must agree to be bound by applicable terms. License transfers must be permanent. Software Assurance cannot be transforred; all versions of upgrades must be transferred together; operating system Licenses must stay with the computer system on which they were first installed. No assignment language in contract.

Trihedral's consent required.

Must provide notice to the vendor of new company information Can be assigned via online request. Notice to vendor of transfer required.

#### <u>Domain Names</u>

#### Registered with Go Daddy

#### Assignment Provision

account with GoDaddy. Once that has been completed, current administrator can request a transfer of the domain name to the new entity which should be completed in 2-4 hours.

New entity would need to set up an

# Petroalgae.com and Parabel.com

Contract Assignable/Consent Required? gnable/Consent Expiration Data One Harbor Place Lease 1/31/2014 Assignable-Yes. Consent Not required. Melbourne, FL

1. Pursuant to Section 8.1, Tenant may transfer all or part of its interest in this Lease or all or part of the Premises ("Permitted Transfer" to the following types of entities (a "Permitted Transferee") without the written consent of Laudiord; (c) any corporation, limited partnership, limited liability partnership, limited liability company or other business entity acquiring all or substantially all of Tenant's assets, so long as Tenant's obligations hereunder are assumed by the entity surviving such merger or created by such consolidation. Tenant shall promptly notify Landiord of any suck Permitted Transfer.

# Lim Loy Chin (Singapore Apartment)

#### No assignment language in contract.

PATENT REEL: 030407 FRAME: 0746

7/8/2014

#### China Short Form Agreements

#### Assignment Provision

Vendor of Air Compressor-Fusheng Vendor of Pump - Fujian Wolong Vendor of Pump - Seepex Pumps (Shanghai Co., Ltd. Vendor of Screw Press - Fujian Yidelong Vendor of Decanter - Xiangshan Haishen Vendor of Tanks & Vacuum Belt Filter - Jinhao Sanyang Vendor of Tanks & Vacuum Belt Filter - Jinhao Sanyang Environmental Co. Ltd. Vendor of Dryer - Jinling Dryer Vendor of Boilder - Taihu

Vendor of Clarifier - Yixing Jielong

Agreement between Henan Taihang Vibrating Machinery Co., Ltd.

No assignment lanuage referenced in contract No assignment lanuage referenced in contract

No assignment lanuage referenced in contract No assignment lanuage referenced in contract No assignment lanuage referenced in contract No assignment lanuage referenced in contract No assignment lanuage referenced in contract

# FORM OF BILL OF SALE

(See attached)

### NY01\Rag1D\1656793.11

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# PATENT REEL: 030407 FRAME: 0748

Exhibit D

#### **BILL OF SALE**

#### December \_\_\_\_ 2012

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, PA LLC, a Delaware limited liability company ("Transferor"), does hereby grant, transfer, assign, convey and deliver to Parabel Ltd., a company under the law of the Cayman Islands and a wholly-owned subsidiary of Transferor ("Transferee"), all of its right, title and interest in and to the tangible personal property set forth on <u>Schedule 1</u> attached hereto (the "Tangible Personal Property"), to have and to hold the same unto Transferee, its successors and assigns, forever.

Transferee acknowledges that Transferor makes no representation or warranty with respect to the Tangible Personal Property being conveyed hereby except as specifically set forth in the Asset Transfer Agreement, dated as of December \_\_\_, 2012, by and between PA LLC and Parabel Ltd.

Transferor for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Transferee, Transferor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Transferee in order to assign, transfer, set over, convey, assure and confirm unto and vest in Transferee, its successors and assigns, title to the Tangible Personal Property conveyed and transferred by this Bill of Sale.

#### [SIGNATURE PAGE FOLLOWS]

NY01\RagID\1680975.3

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale to be effective as of the date first above written.

#### TRANSFEROR

PA LLC

By:\_\_\_

Name: Title:

#### TRANSFEREE

#### PARABEL LTD.

By:\_

Name: Anthony Tiarks Title: Chairman

[Signature Page to Bill of Sale]

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NY01\RagiD\1680975.3

# Schedule 1

Tangible Personal Property

(See attached)

#### NY01\RagID\1680975.3

# Fixed Assets

Description	Asset ID
POND 1 RETROFIT/w PADDLEWHEELS	PA-1545-1
Exterior Fence for Fellsmere Sit	PA-1423-1
3rd floor boardroom a/c unit	PA-1587-1
6th FLOOR LOBBY REMODELING	PA-1559-1
Guard House	PA-1337-1
METAL CARGO CONTAINER	PA-1546-1
4 WALL CUBICLE	PA-1535-1
14W X 16L Fellsmere shed for dem	PA-1059-1
20 Foot Storage container	PA-1175-1
SANITARY HEATER	PA-1542-1
Landscape Depot (Car Port)	PA-1033-3
20 Ft. Storage Container	PA-1390-1
20 Ft. Storage Container	PA-1391-1
20 Foot Storage Container	PA-1392-1
Landscape Depot (2 Sheds)	PA-1033-1
MONO SLOPE ROOF	PA-1558-1
Landscape Depot (Car Port - Ship	PA-1033-2
POND 2 RETROFIT/w PADDLEWHEELS	PA-1533-1
Greenhouse	PA-1145-1
Water Pilot Test plant	PA-1141-1
Septic System	PA-1205-1
Viewing Platform	PA-1355-1
Sump Tank	PA-1222-1
Sump and drain piping	PA-1319-1
Aluminum Cover for Harvest Area	PA-1238-1
Pump Hose Shed	PA-1296-1
Concete Slab Water pilot test pl	PA-1141-2
Automatic Gate Opener w/ Keypad	PA-1120-1
Sentry Open Air System	PA-1384-1
Centrifuge	PA-1005-1
Chemstation Software/Network	PA-1006-1
Analylical Balance	PA-1009-1
Ductless Fume Hood	PA-1011-1
LARK 12' X 24" Lumberjack A/S	PA-1012-1
Air Dryer O-Zone Generator	PA-1023-1
Automatic Cellometer Reader	PA-1025-1
Southern Photo - Digital Camera	PA-1028-1
HP Notebook 6510B T7100 1.8G 1GB	PA-1043-1
EPP CENTRIFUG 5415 D W/ RTR 115V	PA-1049-1

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Description	Asset ID
Auomatic Cellometer Reader M10 S	PA-1052-1
	PA-1052-1
Olympus BX51 Micorscope 5 Ft. Horizontal Laminar Clean B	
	PA-1069-1
3.3 Megapixel Camera W/ Ricon &	PA-1071-1
Biodirect Rotary Evaporator	PA-1072-1
Sweetwater Blower 2-12 HP, Singl	PA-1073-1
Ricoh Digital Copying System	PA-1098-1
2 X 24" Roller Mil	PA-1107-1
Fisher Scientific Balance	PA-1108-1
HP Notebook SBY PC2-5300-MEMMOD	PA-1114-1
Viscometer w/ digital display	PA-1135-1
Dell Latitude D630 LapTop	PA-1138-1
Dell Latitude D630 LapTop	PA-1139-1
Halogen Analyzer	PA-1142-1
Spectrometer W/ UV Probe Softwar	PA-1150-1
Portable Spectrometer	PA-1151-1
Centrifuge Basket	PA-1153-1
Dell OptiPlex 755 Desktop	PA-1156-1
Dell Latitude D630 LapTop	PA-1159-1
Dell OptiPlex 755 Desktop	PA-1160-1
Conference Room Projector	PA-1161-1
Dell Latitude D630 LapTop	PA-1163-1
Dell Latitude D630 LapTop	PA-1168-1
Dell Latitude D630 LapTop	PA-1169-1
Dell Latitude D630 LapTop	PA-1171-1
Leer Outside Ice merchandiser	PA-1174-1
30' SWECO screener	PA-1176-1
15 Gallon Counter Top Distiallat	PA-1181-1
Micro-Mill grinder w/ hard blade	PA-1183-1
Workorderama	PA-1184-1
Digital Dispensing Drive & Pump	PA-1185-1
Speed Reducer	PA-1186-1
Speed Reducer	PA-1187-1
Stainless Steel Vacume Tank	PA-1195-1
3Com 4500G 48-Port Switch	PA-1196-1
3Com 4500G 24-Port Switch	PA-1197-1
3Com 4500G 24-Port Switch	PA-1198-1
3Com 4500G 24-Port Switch	PA-1199-1
3Com 4500G 24-Port Switch	PA-1200-1
3Com 4500G 24-Port Switch	PA-1201-1
Smartups XL 3000VA	PA-1202-1

#### 2-1 8-1 9-1 1-1 2-1 3-1 8-1 7-1 8-I 4-1 5-1 8-1 9-1 2-1 0-1 1-1 3-1 6-1 9-1 0-1 1-1 3-1 8-1 9-1 1-1 4-1 6-1 1-1 3-1 4-1 5-1 6-1 7-1 5-1 6-1 7-1

Description	Asset ID
Dell Latitude D630 LapTop	PA-1203-1
Squared Lined Panel Board Enclos	PA-1206-1
Dell Latitude D630 LapTop	PA-1207-1
Dell OptiPlex 755 Desktop	PA-1209-1
Raceway Liners	PA-1210-1
Cell Belt Filter Model 50	PA-1211-1
Latitude D630 LapTop	PA-1213-1
AutoClave Model HVA-85	PA-1214-1
8 port LC Fiber modules	PA-1216-1
Rotovac and chiller	PA-1217-1
Additional Chiller	PA-1217-2
Mixer Blades Chiller	PA-1217-3
Analog Bench Scale	PA-1218-1
Leer outside lee merchandiser	PA-1228-1
RTE-7D1 Refrigerated Bath	PA-1230-1
Dell Optiplex 760	PA-1231-1
AutoDesk Inventor Pro	PA-1233-1
Power Edge Server	PA-1234-1
Checkpoint Security Applicance	PA-1236-1
Net Extender	PA-1237-1
Deck Lid w/ Opening	PA-1239-1
Vacuum Pump w/ Condenser	PA-1244-1
Walk-in Fume hood w/ blower	PA-1245-1
Belt Filter w/ squeegee	PA-1246-1
DC Motor for spray dryer	PA-1247-1
SCADA license, upgrades, & devel	PA-1250-1
SCADA Weather Station	PA-1251-1
Crystal Reports Licenses	PA-1252-1
Sorvall Referated Centrifuge	PA-1254-1
Anhydro Spray Dryer	PA-1255-1
SM SPRAY DRYER REFURBISHMENT	PA-1255-1-1
Raceway Liner Fab Sumps and inst	PA-1256-1
Extrusion Welder	PA-1257-1
12 Workstations (3rd Floor)	PA-1258-1
Dell OptiPlex 760 Desktop PC	PA-1262-1
Dll OptiPlex 760 Desktop PC	PA-1263-1
Marley Aqua Colling Tower	PA-1264-1
Lauda Proline Heating Circulator	PA-1267-1
Olympus Inverted Micro-Scope	PA-1268-1
Recirculating Chiller	PA-1269-1
Quad Core Xeon Server	PA-1270-1

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# PATENT REEL: 030407 FRAME: 0754

Description	Asset ID
Dell Latitude E6400	PA-1272-1
Dell Latitude E6400	PA-1274-1
Axis Dome Camera w/ housing	PA-1274-1 PA-1281-1
÷	PA-1282-1
Toxgard	
OC4 Oxygen Concentrator	PA-1283-1
50L Reaction Assy	PA-1284-1
Quad Core Xeon Server	PA-1285-1
310 GL Rect Fish Rearing Trough	PA-1287-1
Napco Vacuum Oven	PA-1288-1
Golf Cart	PA-1294-1
Screw Hopper	PA-1295-1
Sony Bravia 37'LCD TV	PA-1300-1
Sony Bravia 37' LCD TV	PA-1301-1
Dell Precision M6400	PA-1306-1
Crude Fiber Extractor	PA-1309-1
4 7-Foot Concrete Poles	PA-1310-1
300 Gallon Lift Station	PA-1311-1
Refurbished Centrifuge w/ upgrad	PA-1313-1
Centrifuge upgrades Alpha Lava	PA-1313-2
N12 Desktop Console	PA-1313-3
Toshiba Flat Screen LCD TV	PA-1315-1
Samsung Flat Screen LCD TV	PA-1316-1
30 Mil Smooth Linear and welding	PA-1317-1
10 Ton TempTek Chiller	PA-1318-1
Air Compressor	PA-1320-1
Hammer Knife Mill Ladder	PA-1322-2
Hammer Knife Mill Ladder	PA-1322-3
SQL User License	PA-1323-1
Storage Hopper	PA-1324-1
Fume Hood	PA-1326-1
Pasteurizer	PA-1327-1
PASTUERIZER UNIT/HEAT PRECIPITAT	PA-1327-1-1
Dell Latitude E4200	PA-1329-1
Dell Latitude E4200	PA-1330-1
Dell Latitude E4200	PA-1331-1
Dell Latitude E4200	PA-1332-1
Dell Latitude E6400	PA-1335-1
Canon Realis SX800 Projector	PA-1336-1
Golf Cart	PA-1338-1
Leer outside Ice merchandiser	PA-1343-1
600 L Closed Top Tank	PA-1344-1

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# PATENT REEL: 030407 FRAME: 0755

Description	Asset ID
Tri Clover Centrifugal	PA-1346-1
60 Gallon Feldmeier	PA-1347-1
Centrifugal Pump	PA-1348-1
Dell Latitude E6400	PA-1349-1
HP Color LaserJet	PA-1350-1
Gorman Rupp Pump Assay	PA-1351-1
5.7GHz Access Point	PA-1352-1
Fellsmere Wayfinding Sign	PA-1352-1 PA-1353-1
Royal Series Temp Controller	PA-1359-1
Dell Optiplex 760	PA-1363-1
Dell Latitude E6400	PA-1371-1
Dell Latitude E6400	PA-1371-1 PA-1374-1
Dell Latitude E6400	PA-1374-1 PA-1376-1
Dell Latitude E6400	PA-1370-1
600 L Closed Top Tank	PA-1379-1 PA-1382-1
Bladder Tank	PA-1382-1
PARR 6400 Calorimeter	
Explosion Proof Solvent Recycler	PA-1385-1 PA-1386-1
Flag Poles	PA-1388-1
Volumetric Filling Machine	PA-1389-1
Skid Mounted Pump	PA-1385-1
Pcer Horz Cent Pump	PA-1393-1
Dell Latitude E6400	PA-1398-1
BH421 Copier	PA-1403-1
G&H Rotary Lobe Pump	PA-1403-1
Muffle Furnace	PA-1407-1
Toshiba Satellite L355	PA-1407-1
Hydrogen Generator	PA-1410-1
Speed Dome Network Camera	PA-1411-1
Omni Seleci Halogen Analyzer	PA-1416-1
Omni Select Halogen Analyzer	PA-1417-1
TruSpec Nitrogen/Protein Determi	PA-1418-1
Tecator Digestor	PA-1425-1
2006 EZGO TXT - Champagne	PA-1427-1
Lumen DLP Projector	PA-1428-1
Dell Precision T-7500 Workstatio	PA-1433-1
Power Vault Autoloader	PA-1434-1
Portable Rotator Variable Speed	PA-1436-1
Winch & Reel with tether for Bal	PA-1438-1
NF500 XEON E5410 Processor Backu	PA-1439-1
Equipment for Nebutel Migration	PA-1440-1
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#### Description

Security System for Fellsmere Si Portable Spetrometer w/ digital Dell PowerEdge Server Dell PowerEdge Server Mixer Tank 3/4 HP Omni Select Halogen Analyzer SG Pump System Not invoiced Server for Sharepoint Server for Sharepoint Nikon D300 HD Video Camera Viscometer VS-10 Phase Converter Floor Scales Wood Mold Tank Modification Sharepoint Server License Grainovator Trailer Pellet Mill Dell Optiplex 380 Dell Optiplex 380 **Dell Optiplex 380** Dell Optiplex 380 **Dell Optiplex 380** Vaccum Oven Vaccum Oven Image Server Touchsmart Laptop Harvest Station Scale Ribbon Blender DI Mixed bed for RO water system Ball Mill Used CP Environmental Dust Colle Acrison Screw Feeder Mueller Reactor, 430 Gallons POWER EDGE R410 CHASSIS SERVER Power Edge R310 Chassis Server **4 IN JOHNSON RX ROTARY UNION** STEEL BALL MILL OUTLET & INLET **150PSI TANK MOUNTED AIR COMPRESS** CHERRY BURRELL KETTLE PROCESSOR WILL FLOW PADDLE BLENDER ACCESS CONTROL SYSTEM & PRINTER

Asset ID PA-1441-1 PA-1442-1 PA-1443-1 PA-1444-1 PA-1445-1 PA-1446-1 PA-1448-1 PA-1450-1 PA-1450-2 PA-1451-1 PA-1452-1 PA-1453-1 PA-1454-1 PA-1456-1 PA-1457-1 PA-1458-1 PA-1459-1 PA-1460-1 PA-1461-1 PA-1462-1 PA-1463-1 PA-1464-1 PA-1465-1 PA-1465-2 PA-1466-1 PA-1467-1 PA-1468-1 PA-1470-1 PA-1471-1 PA-1472-1 PA-1476-1 PA-1477-1 PA-1478-1 PA-1481-1 PA-1482-1 PA-1484-1 PA-1485-1 PA-1486-1 PA-1487-1

PA-1488-1 PA-1490-1

Description	Asset ID
TANKLESS HOT WATER SYSTEM & INST	PA-1491-1
TRONIX SS FLOOR SCALE INDICATOR	PA-1493-1
PORT MANAGED SWITCH	PA 1494-1
USED SCREW CONVEYOR SS	PA 1495-1
STEAM GENERATOR MODEL	PA1496-1
VACUUMN OVEN	PA1497-1
SHAKER	PA-1498-1
Inventory Control Enterprise	PA-1499-1
12 in Touch Panel & Accessories	PA-1500-1
Magnetic Flow Transmitter	PA-1501-1
Magnetic Flow Transmitter	PA-1502-1
OPTIPLEX 380 MINITOWER BASE COMP	PA-1504-1
OPTIPLEX 380 MINITOWER BASE COMP	PA-1505-1
SURFACE AERATOR	PA-1506-1
WEIGH BAR SCALE	PA-1510-1
WEIGH BAR SCALE	PA-1511-1
WEIGH BAR SCALE	PA-1512-1
WEIGH BAR SCALE	PA-1513-1
WEIGH BAR SCALE	PA-1514-1
WEIGH BAR SCALE	PA-1515-1
WEIGH BAR SCALE	PA-1516-1
WEIGH BAR SCALE	PA-1517-1
DIGITAL INDICATOR	PA-1518-1
DIGITAL INDICATOR	PA-1519-1
COMPUTER-LATITUDE E4310 FAST TRA	PA-1520-1
COMPUTER-LATITUDE E6410 FAST TRA	PA-1521-1
COMPUTER-LATITUDE E6410 FAST TRA	PA-1523-1
SKID MOUNTED FILTRATION SYSTEM	PA-1524-1
HORIZONTAL BAND SAW 3/4 HP 4 SPD	PA-1525-1
LATITUDE E4200 INTEL CORE	PA-1526-1
CENTRAL DUST COLLECTOR	PA-1528-1
13" MACBOOK & ACCESSORIES	PA-1529-1
AUTO LAB SYSTEM/AMMONIA ANALYZER	PA-1531-1
STAINLESS STEEL TANKS	PA-1532-1
BIZHUB C452 COLOR COPIER	PA-1536-1
SERVER-POWER EDGE R510	PA-1537-1
SERVER - POWER EDGE R510	PA-1538-1
SERVER - POWER EDGE R510	PA-1539-1
SERVER - POWER EDGE R310 CHASSIS	PA-1540-1
SERVER - POWER EDGE R410 CHASSIS	PA-1541-1
KASON SS FLUID BED DRYER/SCREEN	PA-1543-1

Asset ID PA-1491-1 PA-1493-1 PA1494-1 PA1495-1 PA1496-1 PA1497-1 PA-1498-1 PA-1499-1 PA-1500-1 PA-1501-1 PA-1502-1 PA-1504-1 PA-1505-1 PA-1506-1 PA-1510-1 PA-1511-1 PA-1512-1 PA-1513-1 PA-1514-1 PA-1515-1 PA-1516-1 PA-1517-1 PA-1518-1 PA-1519-1 PA-1520-1 PA-1521-1 PA-1523-1 PA-1524-1 PA-1525-1 PA-1526-1 PA-1528-1 PA-1529-1 PA-1531-1 PA-1532-1 PA-1536-1 PA-1537-1 PA-1538-1 PA-1539-1 PA-1540-1 PA-1541-1

Description	Asset ID
TELEPHONE SYSTEM	PA-1544-1
MAGNETIC FLOW TRANSMITTER	PA-1547-1
HURST BOILER STEAM SYSTEM	PA-1548-1
MILLER DYNASTY 350 TIGRunner WEL	PA-1549-1
AC UNIT FOR CONTAINER PROJECT	PA-1550-1
SPEED REDUCER	PA-1551-1
DUMPING HOPPER w/ 4" CASTERS	PA-1552-1
ROTARY SIFTER	PA-1553-1
120 Gal SS VERTICAL JACKETED TAN	PA-1554-1
WASHDOWN CONVEYOR	PA-1555-1
SONICWALL NSA 2400	PA-1556-1
Dell Latitude E6520	PA-1560-1
Dell Base, Notebook, Latitude E6	PA-1561-1
Dell, Base, Notebook, Latitude E	PA-1563-1
Dell, Base, Notebook Latitude E6	PA-1564-1
Dell, Base, Notebook Latitude E6	PA-1565-1
Dell, Base, Notebook Latitude E6	PA-1566-1
Base, Server, PER310 & Ready Rai	PA-1567-1
Wins Speed Reducer	PA-1569-1
Precision Balance w/Draft Shield	PA-1571-1
Dell PowerEdge R410 Server-C8PKX	PA-1572-1
Dell PowerEdge R410 Server-C8PFX	PA-1573-1
Dell PowerEdge R410 Server-C8PMX	PA-1574-1
Davis Vantage Pro2 Weather Stati	PA-1575-1
Booster Pump 5stage, 1.5HP, 1PH Ar	PA-1576-1
Incline Conveyor 17"x158" Yanagi	PA-1577-1
Dell Latitude E6320	PA-1583-1
1/2 YD Stainless Hopper	PA-1584-1
Moyno 2000 Series Model 2F022G3M	PA-1585-1
Motor 1/2 HP 460 V 3 phase, 60 c	PA-1586-1
Dell Latitude E6320	PA-1588-1
Dell Latitude E6320	PA-1589-1
Dell Latitude E6320	PA-1590-1
Dell Latitude E6320	PA-1591-1
Colriolis Flowmeter Model	PA-1592-1
Later drawers, 72" doored hutch,	PA-1593-1
Oxygen Concentrator	PA-1596-1
Roll Cart	PA-1597-1
Grey Line Laser Sensor	PA-1598-1
Freight for Grey Line Laser Sens	PA-1598-2
Vibrator for fluid bed	PA-1599-1

Description	Asset ID
Dell Latitude E6320	PA-1600-1
Dell Latitude E6320	PA-1601-1
Windows/MS software bundle	PA-1602-1
Dell Latitude E6420	PA-1603-1
Dell Latitude E6420	PA-1604-1
Dell Latitude E6420	PA-1605-1
Dell Latitude E6320 Notebook	PA-1606-1
Armstrong Series VMS Atlantic Pu	PA-1607-1
Sumitomo Gearbox	PA-1608-1
Speck Pump/Motor	PA-1609-1
In Touch Panel Color TFT	PA-1610-1
Cows & Seagulls Paintings	PA-1611-1
Dell Latitude E6420	PA-1612-1
Dell Latitude E6420	PA-1613-1
Shear Mill	PA-1614-1
High Shear Mixer	PA-1615-1
Dell Latitude E6420	PA-1616-1
Dell Latitude E6420	PA-1617-1
High Speed Dispax Reactor	PA-1619-1
Tachometer / Vibration Meter	PA-1620-1
Weigh Tronix Scale	PA-1621-1
Vortex shedding mass flowmeter	PA-1622-1
Dell Latitude E6420	PA-1623-1
Dry Vac Pump - Fisher Scientific	PA-1624-1
Optimass 7300C mass flowmeter	PA-1625-1
50 HP Motor	PA-1626-1
Weather Station	PA-1627-1
Dell Latitutde E6420	PA-1628-1
St. Patricks of Texas TC Conc Re	PA-1629-1
IKA Works Rotor and Stator	PA-1630-1
Grainger Centrifugal Trash Pump	PA-1631-1
Grainger Pump Sewage	PA-1632-1
Dell Latitude E6320	PA-1633-1
Dell Latitude E6320	PA-1634-1
Dell Latitude E6320	PA-1635-1
Dell Latitude E6320	PA-1636-1
Dell Latitude E6320	PA-1637-1
Dell Latitude E6320	PA-1638-1
Truspec PC Tower	PA-1639-1
Optiplex 390 Minitower	PA-1640-1
Laptop	PA-1641-1

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Description	Asset ID
IKA Works drive shaft 2000	PA-1642-1
Best Process Equipment Processor	PA-1643-1
Motion Industries Inline Gear Re	PA-1644-1
DoorKing Entry System	PA-1645-1
AOK Barracuda Backup	PA-1646-1
Pressure Washer	PA-1647-1
Fabricate One Alum Sensor Enclos	PA-1648-1
Rotor and Stator	PA-1649-1
DHJ Pump	PA-1650-1
Dell Optiplex 390 Minitower	PA-1651-1
Dell Optiplex 390 Minitower	PA-1652-1
Dell Optiplex 390 Minitower	PA-1653-1
Dell Optiplex 390 Minitower	PA-1654-1
Dell Poweredge 1850 Accounting S	XL-1411-1
Dell Precision 380 Workstation	XL-1435-1
C351 Minolta Color Copier	XL-1446-1
Dell Precision 390	XL-1449-1
Barracuda Spam Fire Wall	XL-1462-1
Dell Latitude 420	XL-1475-1
Dell 2400MP DLP Projector	XL-1482-1
Dell D630	XL-1491-1
Dell Latitude D630	XL-1501-1
Dell Latitude D630	XL-1509-1
Dell OptiPlex 755 Desktop	XL-1516-1
Dell OptiPlex 755 Desktop	XL-1518-1

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# PATENT REEL: 030407 FRAME: 0761

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# Exhibit E

### FORM OF TRADEMARK ASSIGNMENT

(See attached)

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#### TRADEMARK ASSIGNMENT

WHEREAS, Parabel Inc., a Delaware corporation, herein Assignor, is the owner of the following trademarks and associated trademark applications:

Jurisdiction	Mark	Serial No.
United States (Federal)	MC-SELECT	85/653077
United States (Federal)	PARABEL	85/538730

WHEREAS, Parabel Ltd., an Exempted Company incorporated in the Cayman Islands with Limited Liability, with a principal place of business at P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, herein Assignee, is desirous of acquiring said trademarks and associated trademark applications ("Trademarks") effective on December \_\_\_\_\_\_, 2012;

WHEREAS, in the applications Assignor has applied to register the Trademarks on the Principal Register in the United States Patent and Trademark Office based on Assignor's *bona fide* intent to use the Trademarks in commerce in connection with such goods/services, but has not yet filed allegations of use under 15 U.S.C. §§ 1051(c) or 1051(d); Assignor is willing to assign the Trademarks, and all rights associated therewith, as part of the entire business or portion thereof to which the Trademarks pertain as required by 15 U.S.C. § 1060; and Assignee, as the successor of the ongoing and existing business of Assignor to which the Trademarks pertain is interested in acquiring the Trademarks, and all rights associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest, including common law rights, in the United States of America and all other countries and jurisdictions of the world in and to the Trademarks, and all other names and marks similar thereto or based thereupon; the goodwill of the business associated therewith and symbolized thereby; all registrations and pending applications associated with the Trademarks (including without limitation those listed above); all rights of priority therein in any jurisdiction of the world as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or in equity, that Assignor has or may have in profits and damages for past, present and future infringements thereof, including but not limited to the right to compromise, sue for and collect said profits and damages.



Paraoer inc.

Ву: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

Date:

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### FORM OF PATENT ASSIGNMENT

(See attached)

#### NY01/RagID/1656793.11

# PATENT REEL: 030407 FRAME: 0764

<u>Exhibit F</u>

#### PATENT ASSIGNMENT

WHEREAS, PA LLC, a Delaware limited liability company with a principal place of business at 1901 S. Harbor City Boulevard, Suite 300, Melbourne, Florida 32901, is the owner of the following patent applications attached hereto as Schedule A;

WHEREAS, Parabel Ltd., an Exempted Company incorporated in the Cayman Islands with Limited Liability, with a principal place of business at P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, herein Assignee, is desirous of acquiring the entire right, title, and interest in and to the said improvements and the said applications with an effective date of December \_\_\_\_\_\_, 2012;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, PA LLC does hereby assign unto Parabel Ltd. all right, title and interest, including common law rights, in the United States of America and all other countries and jurisdictions of the world in the said applications(s) and to all provisional applications relating thereto, and all divisions, renewals and continuations thereof, and all Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and all rights, interests, claims and demands recoverable in law or in equity, that PA LLC has or may have in profits and damages for past, present and future infringements thereof, including but not limited to the right to compromise, sue for and collect said profits and damages.

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of December, 2012.

PA LLC

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State of \_\_\_\_\_\_

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## SCHEDULE A

Jurisdiction	Title	Application No.	Filing Date
Taiwan	Tubular microbial growth system	096134247	13-Sep-2007
United States of America	Tubular microbial growth system	12/441,115	10-Dec-2009
Australia	Cultivation, harvesting and processing of floating aquatic species with high growth rates	2010239324	20-Apr-2010
Brazil	Cultivation, harvesting and processing of floating aquatic species with high growth rates	PH 01 5000-5	20-Apr-2010
China (People's Republic)	Cultivation, harvesting and processing of floating aquatic species with high growth rates	201080023569.X	20-Apr-2010
Hong Kong	Cultivation, harvesting and processing of floating aquatic species with high growth rates	12111230.3	07-Nov-2012
Indonesia	Cultivation, harvesting and processing of floating aquatic species with high growth rates	WO0201104229	20-Apr-2010
India	Cultivation, harvesting and processing of floating aquatic species with high growth rates	8948/DELNP/2011	20-Apr-2010
Mexico	Cultivation, harvesting and processing of floating aquatic species with high growth rates	MX/a/2011/010995	20-Apr-2010
Malaysia	Cultivation, harvesting and processing of floating aquatic species with high growth rates	P1 2011005000	20-Apr-2010
Philippines	Cultivation, harvesting and processing of floating aquatic species with high growth rates	1-2011-502130	20-Apr-2011
Thailand	Cultivation, harvesting and processing of floating aquatic species with high growth rates	1101002748	20-Apr-2010
United States of America	Cultivation, harvesting and processing of floating aquatic species with high growth rates	13/265,525	06-Feb-2012
Viet Nam	Cultivation, harvesting and processing of floating aquatic species with high growth rates	1-2011-03143	20-Apr-2010
Australia	Vegetation indices for measuring multilayer microcrop density and growth	2010259848	11-Jun-2010
Brazil	Vegetation indices for measuring multilayer microcrop density and growth	PI1010727-4	11-Jun-2010
China (People's Republic)	Vegetation indices for measuring multilayer microcrop density and growth	201080033287.8	i1-Jun-2010
Indonesia	Vegetation indices for measuring multilayer microcrop density and growth	W00201200113	11-Jun-2010
India	Vegetation indices for measuring multilayer microcrop density and growth	237/DELNP/2012	11-Jun-2010
Mexico	Vegetation indices for measuring multilayer microcrop density and growth	MX/a/2011/013334	11-Jun-2010
Malaysia	Vegetation indices for measuring multilayer microcrop density and growth	PI 2011005936	11-Jun-2010
Philippines	Vegetation indices for measuring multilayer microcrop density and growth	1-2011-502566	11-Jun-2010
Thailand	Vegetation indices for measuring multilayer microcrop density and growth	1101003602	11-Jun-2010
United States of America	Vegetation indices for measuring multilayer microcrop density and growth $\cdot$	13/377,375	06-Mar-2012
Viet Nam	Vegetation indices for measuring multilayer microcrop density and growth	1-2012-00082	11-Jun-2010
United Arab Emirates	Method and system for processing of aquatic species	948/2012	17-Mar-2011
African Regional Industrial Property Organization	Method and system for processing of aquatic species	AP/P/2012/006477	17-Mar-2011
Australia	Method and system for processing of aquatic species	2011227145	17-Mar-2011
Brazil	Method and system for processing of aquatic species	BR112012023444-7	17-Mar-2011
Canada	Method and system for processing of aquatic species	2,793,512	17-Mar-2011
Chile	Method and system for processing of aquatic species	2563-2012	17-Mar-2011

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China (People's Republic)

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Dominican Republic	· Me
Ecuador	Me
Egypt	Ме
European Patent Convention	Me
Indonesia	Ме
Israel	Ме
India	Ме
Japan	Me
Korea, Republic of	Me
Sri Lanka	Me
Morocco	Me
Mexico	Ме
Malaysia	Ме
Nigeria	Me
African Union Territories	Me
Peru	Me
Philippines	Ме
Russian Federation	Me
Singapore	Me
Thailand	Me
United States of America	Ме
Viet Nam	Me
South Africa	Ме
Korea. Republic of	Ме
United States of America	Ме

Method and system for processing of aquatic species ethod and system for processing of aquatic species thod and system for processing of aquatic species thod and system for processing of aquatic species thod of ash removal from a biomass thod of ash removal from a biomass

TBD	17-Mar-2011
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SP-12-12256	17-Mar-2011
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13/157,293	09-Jun-2011

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# **RECORDED: 05/10/2013**