

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Robert GARDNER</td> <td>04/16/2013</td> </tr> <tr> <td>Brent PEYTON</td> <td>04/16/2013</td> </tr> <tr> <td>Keith E. COOKSEY</td> <td>04/04/2013</td> </tr> </tbody> </table>		Name	Execution Date	Robert GARDNER	04/16/2013	Brent PEYTON	04/16/2013	Keith E. COOKSEY	04/04/2013		
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<table border="1"> <tr> <td>Name:</td> <td>MONTANA STATE UNIVERSITY</td> </tr> <tr> <td>Street Address:</td> <td>P.O. Box 172460, 304 Montana Hall</td> </tr> <tr> <td>City:</td> <td>Bozeman</td> </tr> <tr> <td>State/Country:</td> <td>MONTANA</td> </tr> <tr> <td>Postal Code:</td> <td>59717-2460</td> </tr> </table>		Name:	MONTANA STATE UNIVERSITY	Street Address:	P.O. Box 172460, 304 Montana Hall	City:	Bozeman	State/Country:	MONTANA	Postal Code:	59717-2460
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
Fax Number:	2028427899										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	202-842-7800										
Email:	vmelton@cooley.com, zpatdcdocketing@cooley.com										
Correspondent Name:	COOLEY LLP										
Address Line 1:	1299 Pennsylvania Ave., NW										
Address Line 2:	Suite 700										
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004										
ATTORNEY DOCKET NUMBER:	MONT-119/01US										
NAME OF SUBMITTER:	Erich E. Veitenheimer										
Signature:	/Erich E. Veitenheimer/										

Date:

06/24/2013

Total Attachments: 5

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## ASSIGNMENT

**Robert GARDNER**, residing at 105A McIntosh Court, Bozeman, MT, **Brent PEYTON**, residing at 3301 West Fieldstone Drive, Bozeman, MT, and **Keith E. COOKSEY**, residing at P.O. Box 1070, Manhattan, MT (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **BICARBONATE TRIGGER FOR INDUCING LIPID ACCUMULATION IN ALGAL SYSTEMS**, and which is a:

- (1)  provisional application
- (a)  to be filed herewith; or
- (b)  bearing Application No. , and filed on ; or
- (2)  non-provisional application
- (a)  to be filed herewith; or
- (b)  bearing Application No. 13/825,934, and filed on March 25, 2013.

**WHEREAS, Montana State University**, a corporation duly organized under and pursuant to the laws of Montana, and having its principal place of business at P.O. Box 172460, 304 Montana Hall, Bozeman, MT 59717-2460 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s); ~~including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;~~

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 4/16/13

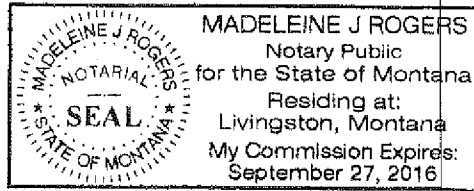
By: [Signature]  
Robert GARDNER

State of Montana )  
County of Gallatin ) ss.

On April 16, 2013, before me, Madeleine J. Rogers,  
Notary Public, personally appeared Robert Gardner,  
who proved to me on the basis of satisfactory evidence, to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

[REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under  
PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.]

WITNESS my hand and official seal.



[Signature]  
Signature of Notary Public

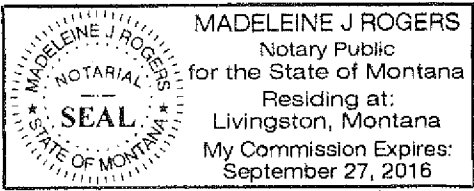
Place Notary Seal Above

My Commission Expires: 9/27/2016

Date: 4/16/2013

By: Brent Peyton  
Brent PEYTON

State of Montana )  
County of Gallatin ) ss.  
On April 16, 2013, before me, Madeleine J. Rogers,  
Notary Public, personally appeared Brent Peyton,  
who proved to me on the basis of satisfactory evidence, to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.  
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paragraph is true and correct.]  
WITNESS my hand and official seal.  
Madeleine J. Rogers  
Signature of Notary Public  
My Commission Expires: 9/27/2016



Place Notary Seal Above

Date: 4/4/2013

By: Keith E. Cooksey  
Keith E. COOKSEY

State of Montana

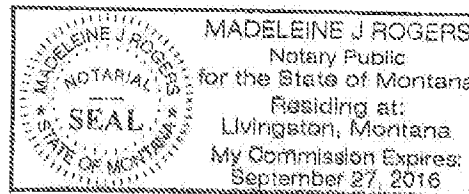
County of Gallatin ss.

On April 4, 2013, before me, Madeleine J. Rogers,  
Notary Public, personally appeared Keith E. Cooksey,  
who proved to me on the basis of satisfactory evidence, to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
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Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 9/27/2016