PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2734956

SUBMISSION TYPE:		NEV	VASSIGNMENT			
NATURE OF CONVEYANCE:			ASSIGNMENT			
CONVEYING PART						
Ν				Execution Date		
BRENDAN SCOTT	-			02/13/2014		
GEORGE MEICHE	EL			02/13/2014		
JESSE PHILLIPS-I	KRESS			02/13/2014		
JESSICA BLANKS				02/14/2014		
RECEIVING PART	Y DATA					
Name:	ALGENOL B	ALGENOL BIOFUELS INC.				
Street Address:		16121 LEE ROAD				
City:	FORT MYEF	FORT MYERS				
State/Country:	FLORIDA					
Postal Code:	33912					
Property Type		Number				
Application Number:		14145203				
CORRESPONDEN Fax Number: Phone: Email: <i>Correspondence w</i> Correspondent Nar Address Line 1: Address Line 2: Address Line 4:	(239 239 ip.le i <i>ll be sent via US</i> ne: ALC 161 SUI	ENOL BIOF 21 LEE ROA TE 110	<i>e email attempt is unsuccessful.</i> JELS INC. ATTN:IP/LEGAL DEPT			
ATTORNEY DOCKET NUMBER:		P00	30.03.US			
NAME OF SUBMITTER:			TIMOTHY A. MCCAN II			
502688351			PATENT REEL: 032256 FRAME: 0899			

Signature:	/Timothy A. McCan II/	
Date:	02/20/2014	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 7 source=20140214 US 14145203 Confirmatory Assignment#page1.tif source=20140214 US 14145203 Confirmatory Assignment#page2.tif source=20140214 US 14145203 Confirmatory Assignment#page3.tif source=20140214 US 14145203 Confirmatory Assignment#page4.tif source=20140214 US 14145203 Confirmatory Assignment#page5.tif source=20140214 US 14145203 Confirmatory Assignment#page6.tif source=20140214 US 14145203 Confirmatory Assignment#page7.tif		

DECLARATION AND ACKNOWLEDGMENT OF PRIOR CONTRACTUAL TRANSFER OF RIGHTS

WHEREAS, WE, the individuals identified below (hereinafter collectively referred to as "Assignors"),

Inventor Name	Residence Address	Citizenship
SCOTT, Brendan	1629 Poinsettia Ave., Fort Myers, FL 33901	US
MEICHEL, George	11135 Sparkelberry Dr., Fort Myers, FL 33913	CA
PHILLIPS-KRESS, Jesse	6935 Old Whiskey Creek Dr., Fort Myers, FL 33919	US
BLANKS, Jessica	17651 Captiva Island Lane, Fort Myers, FL 33908	US

have invented one or more inventions (hereinafter referred to as "said invention(s)") disclosed in a Letters Patent of the United States, an application for a Letters Patent of the United States or an application under the Patent Cooperation Treaty, as specified below:

Title	Country	Patent or Application No.	Filing Date
System for staged inoculation of multiple cyanobacterial photobioreactors for com- mercial scale generation of cyanobacteria cultures	US	14/145,203	December 31, 2013

WHEREAS, Assignors' rights in said invention(s) have been transferred as follows:

- Brendan Scott assigned all rights, title and interests in said invention(s) to Algenol Biofuels Inc. (hereinafter together with its successors and assigns referred to as "Assignee"), a Delaware corporation, having a place of business at 16121 Lee Road, Suite 110, Fort Myers, FL 33912, by virtue of assignment provisions in an employment contract and pursuant to other contract(s);
- George Meichel assigned all rights, title and interests in said invention(s) to Assignee by virtue of assignment provisions in an employment contract and pursuant to other contract(s);
- Jesse Phillips-Kress assigned all rights, title and interests in said invention(s) to Assignee by virtue of assignment provisions in an employment contract and pursuant to other contract(s); and
- Jessica Blanks assigned all rights, title and interests in said invention(s) to Assignee by virtue of assignment provisions in an employment contract and pursuant to other contract(s).

NOW, THEREFORE, pursuant to the contracts specified above. Assignors acknowledge they have previously sold, assigned, transferred and set over to Assignee all rights, title and interests in, to and under said invention(s) and said application(s), including the right to apply for any Letters Patent of the United States of America and in any and all foreign countries on said invention(s), and any and all other applications for Letters Patent on said invention(s), in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said invention(s) or upon said application, and any and all utility patents and models, reexaminations, and design registrations granted for said invention(s) in whole or in part or upon said applications, and any and all Letters Patent which may issue thereon in the United States and foreign countries, and any and all reissues, extensions, renewals, divisions, reexaminations, continuations or continuations-in-part of Letters Patent granted for said invention(s) or upon said applications, to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention(s), said application and said Letters Patent, the same to be held and enjoyed by the Assignee for its own use and benefit fully and entirely as if the same would have been held and enjoyed by Assignors had this Assignment not been made. Assignors acknowledge they have previously authorized the Assignee to file patent applications in any and all countries on any or all of said invention(s) in Assignors' names, or in Assignee's name, or otherwise as the Assignee may deem advisable, under the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention and all other treaties of like purposes. Assignors also acknowledge they have assigned to Assignee any claims (known or unknown, suspected or unsuspected) of any nature that Assignee has or may have against any party for infringement of any of the patents or patent applications listed herein, and the right to sue for past infringement and to recover and retain damages and profits in respect thereof.

Assignors hereby authorize the Director of Patents and Trademarks of the United States, and any official of any other country empowered to issue patents, to record this Assignment, and to issue or transfer all said Letters Patent on said invention(s) to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

Assignors hereby represent and warrant that Assignors had the full right to convey the entire right, title and interest assigned by the prior contracts, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that Assignors have not executed and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

Assignors hereby covenant and agree that Assignors will, upon request of the Assignee, communicate to the Assignee any facts known to Assignors relating to said invention(s) and the history thereof, testify in any legal proceeding, execute all lawful papers, including without limitation divisional, renewal, substitute, continuation, reissue, continuation-in-part and convention applications and all rightful oaths and declarations, and generally do all further acts which may be deemed necessary by the Assignee to obtain and enforce proper patent protection for said invention(s) in all countries.

PATENT REEL: 032256 FRAME: 0902 IN TESTIMONY WHEREOF, Assignors have executed this document and made the following declarations on the date(s) indicated below: In addition to confirming the previously agreed upon conditions noted herein, I, Brendan Scott hereby declare that the above identified application was made or authorized to be made by me. I believe that I am the original inventor or an original joint inventor of a claimed invention in the above identified application. I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

(Signature) Brendan Scott 13 FES 20 Date: STATE OF FLORIDA) ss.: COUNTY OF LEE) by Brendan Scott. LILLIE MOROLES JILLIE MOROI (Notary Public Name) COMMISSION \$ 7702783 XPIRES: June 16, 2017 (Notary Public Signature) Personally Known or Produced Identification Type of Identification Produced

Additional Assignors on additional sheets: YES

In addition to confirming the previously agreed upon conditions noted herein, I, George Meichel hereby declare that the above identified application was made or authorized to be made by me. I believe that I am the original inventor or an original joint inventor of a claimed invention in the above identified application. I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

(Signature) George Meichel

Date: Feb. 13/14

STATE OF FLORIDA) ss.: COUNTY OF LEE)

Sworn to (or affirmed) and subscribed before me this $\underline{13}$ day of $\underline{410000}$, 20/4, by George Meichel.

LILLIE MOROLES (Notary Public Name) COMMASSION # PP02783 (Notary Public Signature)

Personally Known <u>kee</u> or Produced Identification_____ Type of Identification Produced_____

Additional Assignors on additional sheets: YES

In addition to confirming the previously agreed upon conditions noted herein. L Jesse Phillips-Kress hereby declare that the above identified application was made or authorized to be made by me. I believe that I am the original inventor or an original joint inventor of a claimed invention in the above identified application. I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

re) Jesse Phillips-Kress (Signature)

Date: 2/13/14

STATE OF FLORIDA) ss.: COUNTY OF LEE)

Sworm to (or affirmed) and subscribed before me this $\frac{13}{12}$ day of $\frac{100000}{10000}$, $20\frac{14}{12}$. by Jesse Phillips-Kress.

LILLIE MOROLES (Notary)Public Name) (Notary Public Signature)

Personally Known or Produced Identification Type of Identification Produced

Additional Assignors on additional sheets: YES

In addition to confirming the previously agreed upon conditions noted herein, I, Jessica Blanks hereby declare that the above identified application was made or authorized to be made by me. I believe that I am the original inventor or an original joint inventor of a claimed invention in the above identified application. I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

Jessica Blanks

(Signature)

Date: <u>2/14/14</u>

STATE OF FLORIDA) ss.: COUNTY OF LEE 3

Sworn to (or affirmed) and subscribed before me this \underline{H} day of \underline{FETUUY} , 20/4, ica Blanks. by Jessica Blanks.

LILLIE MOROLES	LILLIE MOROLES
LILLIE MOROLES MY COMMISSION & FFBITNES EXPIRES: Jum 16, 2017	(Notary Public Name)
	(Notary Public Signature)
3 settler	

Personally Known V or Produced Identification Type of Identification Produced

Additional Assignors on additional sheets: NO

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RECORDED: 02/20/2014