#### 502700773 02/28/2014

#### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**EPAS ID: PAT2747378** 

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
DAIRY MANUFACTURERS INC.	12/03/2013

#### **RECEIVING PARTY DATA**

Name:	DRYLET LLC	
Street Address:	601 N. COLEMAN	
City:	PROSPER	
State/Country:	TEXAS	
Postal Code:	75078	

### PROPERTY NUMBERS Total: 8

Property Type	Number
Application Number:	61248724
Application Number:	61248776
Application Number:	61267520
Application Number:	12898435
Application Number:	61390029
Application Number:	61471641
Application Number:	13253415
Patent Number:	8409822

#### **CORRESPONDENCE DATA**

Fax Number:

Phone: 713-223-2300
Email: docketing@bgllp.com

Correspondence will be sent via US Mail when the email attempt is unsuccessful.

Correspondent Name: BRACEWELL & GIULIANI LLP

Address Line 1: P. O. BOX 61389

Address Line 4: HOUSTON, TEXAS 77208-1389

502700773 REEL: 032320 FRAME: 0610

**PATENT** 

ATTORNEY DOCKET NUMBER:	021442.000004
NAME OF SUBMITTER:	MICHAEL R. SAMARDZIJA
Signature:	/ michael r. samardzija /
Date:	02/28/2014
Total Attachments: 6 source=021442_Assignment#page1.tif source=021442_Assignment#page2.tif source=021442_Assignment#page3.tif source=021442_Assignment#page4.tif source=021442_Assignment#page5.tif source=021442_Assignment#page6.tif	

PATENT REEL: 032320 FRAME: 0611

#### ASSIGNMENT OF PATENTS AGREEMENT

This ASSIGNMENT OF PATENTS AGREEMENT (the "Agreement") dated effective as of December 6, 2013, is by and between DAIRY MANUFACTURERS INC., a Texas corporation, with a business address of 601 N. Coleman, Prosper, Texas 75078 (the "Assignor"), and DRYLET LLC, a Delaware limited liability company, with a business address of 601 N. Coleman, Prosper, Texas 75078 (the "Assignee").

- A. WHEREAS, pursuant to the IP Contribution Agreement dated as of even date herewith, by and between Assignor and Assignee, Assignor has agreed to transfer to Assignee all of Assignor's right, title and interest in and to the Patents included in the DMI Assets (capitalized terms used but not defined herein have the meaning provided in the IP Contribution Agreement);
- B. WHEREAS, pursuant to the IP Contribution Agreement, Assignor and Assignee have agreed to execute this Assignment and deliver it to Assignee;
- C. WHEREAS, Assignor is the sole owner of all right, title and interest in and to all letters patent, patent applications, provisional patents, design patents, PCT filings, invention disclosures, and other rights or designs, in each case related to Assignor's business of providing revolutionary dry products for multiple industries, including without limitation, the bioremediation, energy, exploration and production, waste water treatment, agriculture, aquaculture, food and biomedical industries (the "DMI-DryLet Business"), including, without limitation, the issued patent and the patent applications described on Exhibit 1 (collectively, the "Patents"), together with all inventions disclosed in the Patents throughout the world (the "Inventions") and all related unpatented, proprietary ideas, inventions, discoveries, software, production plans, prototypes, electronic materials, data, results, formulae, designs, specifications, methods, processes, formulations, techniques, know-how, trade secrets, technical information (including, without limitation, structural and functional information), process information, methods, systems, programs, algorithms, control and manufacturing data and materials, in connection with the process of preparing silicon dioxide and in connection with the DMI-DryLet Business, throughout the world (the "Know-How"); and
- D. WHEREAS, Assignor desires to assign any and all ownership rights it has in the Patents, Inventions and Know-How to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns and transfers to Assignee the entire right, title and interest in, to and under the Patents, the Inventions and the Know-How throughout the world, and any related patent applications including without limitation all divisional, continuation, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of the Patents, Inventions or Know-How; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on the Patents, Inventions or Know-How, the right to apply for parent rights in each foreign country and all rights to priority. Assignor also hereby sells, assigns, transfers and sets over to Assignee and to Assignee's successors and assigns, all causes of action, claims, judgments, and/or other legal and equitable rights and remedies arising out of or in connection with the Patents that have accrued or taken place prior to and including the date of this agreement or may take place in the future, including without limitation, the right to sue any third party for infringement of the Patents and to collect and retain any damages and all other available remedies resulting from the infringement of the Patents, the same to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and assigns, as fully and entirely as if the same would have been held and enjoyed by Assignor in the absence of this Agreement. Assignor authorizes Assignee to file patent applications in any and all

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countries on any or all of the Patents or Inventions in Assignee's name, or otherwise as Assignee may deem advisable, under International Conventions or otherwise.

Assignor authorizes the Commissioner 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 said patents to Assignee as owner of all right, title and interest therein, or otherwise as Assignee may direct, in accordance with the terms of this Assignment.

Assignor agrees that Assignee may apply for and receive Letters Patent for said inventions and when requested the Assignor will execute all documents and undertake all actions which Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions.

Assignor represents and warrants that no assignment, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned and that full right to convey the same as herein expressed is possessed by the Assignor.

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2

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered by its duly authorized officer as of the date first above written.

**ASSIGNOR:** 

DAIRY-MANUFACTURERS, INC.

Gerardo Barrera, President

THE STATE OF TEXAS

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COUNTY OF Dollas \$

BEFORE ME, the undersigned authority, on this 3/2 day of December, 2013, personally appeared Gerardo Barrera, President of Dairy Manufacturers, Inc., acting on behalf of Dairy Manufacturers, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



Shaun Kay Ligams NOTARY PUBLIC, STATE OF TEXAS

> PATENT REEL: 032320 FRAME: 0614

**ASSIGNEE:** 

DRYLET, LLC

By: \_\_\_\_\_\_\_Ramiro Trevino

President

THE STATE OF TEXAS

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COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this 3 day of December, 2013, personally appeared Ramiro Trevino, President of DryLet, LLC, acting on behalf of DryLet, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



Sharon Kay Higgins

PATENT REEL: 032320 FRAME: 0615

## EXHIBIT 1

# PATENT APPLICATIONS

Application No.	Country	Date Filed	Title
61/248,724	US	10/5/2009	METHOD FOR DELIVERY OF LIQUID ADDITIVES IN A DRY MODE
61/248,776	US	10/5/2009	IMPROVED METHOD FOR BIOREMEDIATION
61/267,520	US ·	12/8/2009	COMPOSITION AND METHOD FOR DELIVERY OF SUBSTANCES IN A DRY MODE
12/898,435	US	10/5/2010	COMPOSITION AND METHOD FOR DELIVERY OF SUBSTANCES IN A DRY MODE
PCT/US10/51499	WO	10/5/2010	COMPOSITION AND METHOD FOR DELIVERY OF SUBSTANCES IN A DRY MODE
61/390,029	US	10/5/2010	COMPOSITION AND METHOD FOR DELIVERY OF SUBSTANCES IN A DRY MODE HAVING A SURFACE LAYER
61/471,641	US	4/4/2011	COMPOSITION AND METHOD FOR DELIVERY OF LIVING CELLS IN A DRY MODE HAVING A SURFACE LAYER
13/253,415	US	10/5/2011	COMPOSITION AND METHOD FOR DELIVERY OF SUBSTANCES IN A DRY MODE HAVING A SURFACE LAYER
PCT/US2011/054891	WO	10/5/2011	COMPOSITION AND METHOD FOR DELIVERY OF LIVING CELLS IN A DRY MODE HAVING A SURFACE LAYER
PCT/US2012/031997	WO	4/3/2012	COMPOSITION AND METHOD FOR DELIVERY OF LIVING CELLS IN A DRY MODE HAVING A SURFACE LAYER
201290633	EA	10/5/2010	COMPOSITION AND METHOD FOR DELIVERY OF SUBSTANCES IN A DRY MODE
201180007749.3	CN	10/5/2011	COMPOSITION AND METHOD FOR DELIVERY OF SUBSTANCES IN A DRY MODE HAVING A SURFACE LAYER
2784273	CA	10/5/2010	COMPOSITION AND METHOD FOR DELIVERY OF SUBSTANCES IN A DRY MODE
MX/a/2012/006539	MX	10/5/2010	COMPOSITION AND METHOD FOR DELIVERY OF SUBSTANCES IN A DRY MODE
11 2012 019178 0	BR	10/5/2010	COMPOSITION AND METHOD FOR DELIVERY OF SUBSTANCES IN A DRY MODE
10763960.1	EP	10/5/2010	COMPOSITION AND METHOD FOR DELIVERY OF SUBSTANCES IN A DRY MODE

6011/DELNP/2012	IN	10/5/2010	COMPOSITION AND METHOD FOR DELIVERY OF SUBSTANCES IN A DRY MODE
11776274.0	EP	10/5/2011	COMPOSITION AND METHOD FOR DELIVERY OF SUBSTANCES IN A DRY MODE HAVING A SURFACE LAYER
201390503	EA	10/5/2011	COMPOSITION AND METHOD FOR DELIVERY OF SUBSTANCES IN A DRY MODE HAVING A SURFACE LAYER
2,813,741	CA	10/5/2011	COMPOSITION AND METHOD FOR DELIVERY OF SUBSTANCES IN A DRY MODE HAVING A SURFACE LAYER
MX/a/2013/003808	MX	10/5/2011	COMPOSITION AND METHOD FOR DELIVERY OF SUBSTANCES IN A DRY MODE HAVING A SURFACE LAYER
369/2013	AE	10/5/2011	COMPOSITION AND METHOD FOR DELIVERY OF SUBSTANCES IN A DRY MODE HAVING A SURFACE LAYER
BR 11 2013 008255 9	BR	10/5/2011	COMPOSITION AND METHOD FOR DELIVERY OF SUBSTANCES IN A DRY MODE HAVING A SURFACE LAYER
	CA	9/12/2013	COMPOSITION AND METHOD FOR DELIVERY OF LIVING CELLS IN A DRY MODE HAVING A SURFACE LAYER