

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3069935

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ULF DÜHRING	09/17/2014
KERSTIN BAIER	09/17/2014
FRAUKE GERMER	09/28/2014
TUO SHI	10/10/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ALGENOL BIOFUELS INC.
<b>Street Address:</b>	16121 LEE ROAD
<b>City:</b>	FORT MYERS
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33912
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14320569
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(239)284-1199
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	2394982000
<b>Email:</b>	ip.legal@algenol.com
<b>Correspondent Name:</b>	ALGENOL BIOFUELS INC. ATTN:IP/LEGAL DEPT
<b>Address Line 1:</b>	16121 LEE ROAD
<b>Address Line 2:</b>	SUITE 110
<b>Address Line 4:</b>	FORT MYERS, FLORIDA 33912
<b>ATTORNEY DOCKET NUMBER:</b>	P0013.03.US
<b>NAME OF SUBMITTER:</b>	TIMOTHY A MCCAN
<b>SIGNATURE:</b>	/Timothy A McCan/
<b>DATE SIGNED:</b>	10/17/2014
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 7</b>	
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**DECLARATION AND ACKNOWLEDGMENT  
OF PRIOR CONTRACTUAL TRANSFER OF RIGHTS**

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

<u>Inventor Name</u>	<u>Residence Address</u>	<u>Citizenship</u>
DÜHRING, Ulf	Schillerstr. 71, Fredersdorf, DE 15370	DE
BAIER, Kerstin	Schillerstrasse 10, Kleinmachnow, DE 14532	DE
GERMER, Frauke	Bonhoefferufer 2, Berlin, DE 10589	DE
SHI, Tuo	11724 Pickford Road, San Diego, CA 92131	CN

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:

<u>Title</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>
Genetically Enhanced Cyanobacteria For The Production Of A First Chemical Compound Harbouring Zn <sup>2+</sup> , Co <sup>2+</sup> Or Ni <sup>2+</sup> -Inducible Promoters	US	14/320,569	June 30, 2014

;

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

- Ulf Dührling assigned all rights, title and interests in said invention(s) to Cyano Biofuels GmbH by virtue of assignment provisions in an employment contract, pursuant to other contract(s) and in accordance with the German Act on Employee's Inventions (GAEl);
- Kerstin Baier assigned all rights, title and interests in said invention(s) to Cyano Biofuels GmbH by virtue of assignment provisions in an employment contract, pursuant to other contract(s) and in accordance with the German Act on Employee's Inventions (GAEl);
- Frauke Germer assigned all rights, title and interests in said invention(s) to Cyano Biofuels GmbH by virtue of assignment provisions in an employment contract, pursuant to other contract(s) and in accordance with the German Act on Employee's Inventions (GAEl);
- Cyano Biofuels GmbH assigned, indirectly, 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, Florida 33912, pursuant to contract(s);

- Cyano Biofuels GmbH changed its name to Algenol Biofuels Germany GmbH, a limited liability company existing under the laws of Germany; and
- Tuo Shi 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.

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, Ulf Dühning hereby declare that the above identified applications were 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 applications. 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) Ulf Dühning

Date:

17.09.2014

Witness Signature:

[Signature]

Witness Name:

D. Weiß

Date:

17.9. 2014

Witness Signature:

D'Alessandro

Witness Name:

D. D'Alessandro

Date:

17.09.2014

Additional Assignors on additional sheets: YES

In addition to confirming the previously agreed upon conditions noted herein, I, Kerstin Baier hereby declare that the above identified applications were 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 applications. 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.

Kerstin Baier  
(Signature) Kerstin Baier

Date: 17.8.2014

Witness Signature: [Signature]

Witness Name: D. Weiz

Date: 17.9.2014

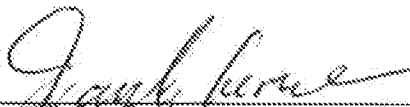
Witness Signature: D'Alessandro

Witness Name: D. D'Alessandro

Date: 17.09.2014

Additional Assignors on additional sheets: YES

In addition to confirming the previously agreed upon conditions noted herein, I, Frauke Germer hereby declare that the above identified applications were 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 applications. 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) Frauke Germer

Date: 28.09.2014

Witness Signature: 

Witness Name: D. Wei

Date: 28.9.2014

Witness Signature: D' Alessandro

Witness Name: D. D' Alessandro

Date: 28.09.2014

Additional Assignors on additional sheets: YES



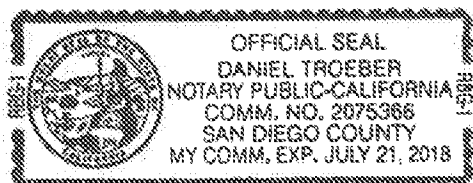
In addition to confirming the previously agreed upon conditions noted herein, I, Tuo Shi hereby declare that the above identified application was made or authorized to be made by me. I believe that I am the original inventor or an original joint inventor of a claimed invention in the above identified 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.

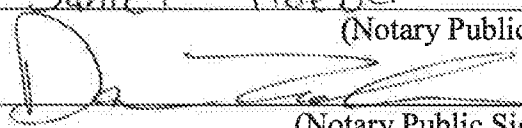
  
(Signature) Tuo Shi

Date: 10/10/2014

STATE OF California ) ss.:  
COUNTY OF San Diego )

Sworn to (or affirmed) and subscribed before me this 10<sup>th</sup> day of October, 2014,  
by Tuo Shi.



Daniel Troeber  
(Notary Public Name)  
  
(Notary Public Signature)

Personally Known \_\_\_\_\_ or Produced Identification X  
Type of Identification Produced Drivers License

Additional Assignors on additional sheets: NO